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MÉMOIRE DES CRIS PRÉSENTÉ DEVANT

LA COMMISSION ÉLUE PERMANENTE DE L'ÉDUCATION

Ce document constitue le mémoire écrit des Cris de la Baie James, des bandes cries du nord du Québec, du Grand Conseil des Cris (du Québec), de l'Administration régionale crie et de la Commission scolaire crie concernant la révision et l'étude du Projet de loi 40 - Loi sur l'enseignement primaire et secondaire public.

Les Cris de la Baie James, les bandes cries et le Grand Conseil des Cris (du Québec) sont les signataires de la Convention de la Baie James et du Nord québécois intervenue le 11 novembre 1975 avec les gouvernements du Québec et du Canada de même qu'avec d'autres organismes publics de la province de Québec et les Inuit du Québec.

Les Cris sont les descendants directs d'une des grandes nations indiennes d'Amérique du Nord et sont un des peuples fondateurs du Québec.

Les Cris possèdent une culture riche et particulière étroitement liée aux activités de la chasse, de la pêche et du piégeage. Une carte indiquant l'emplacement des communautés cries est comprise dans la Convention de la Baie James et du Nord québécois déposée avec ce mémoire.

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Comme vous pouvez le constater, les Cris sont les principaux habitants permanents du territoire de la Baie James.

La Convention de la Baie James et du Nord québécois représente l'épilogue d'une bataille intense menée par les Cris et les Inuit du nord du Québec pour préserver leur mode de vie et pour faire respecter leurs droits en tant que premiers occupants d'une grande partie du nord de la province.

La Convention est un document complexe couvrant une grande variété de sujets. Cependant, l'essence de la Convention est de contribuer au développement et à l'amélioration des communautés cries et de la culture des Cris.

La conservation du mode de vie cri est la pierre angulaire de la Convention. Cet objectif est mis en relief dans plusieurs chapitres concernant particulièrement l'administration locale, l'éducation, la santé et le développement économique et social (chapitres 9, 14, 16 et 28).

En signant la Convention, le Gouvernement du Québec reconnaissait la situation unique des Cris du nord du Québec. Le Gouvernement du Québec s'est engagé à respecter la lettre et l'esprit de la Convention et ses obligations.

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Le statut de cette Convention en tant que document constitutionnel donne encore plus de poids à ses obligations.

La Convention comprend, dans le chapitre 16, des dispositions spécifiques relatives à l'éducation. On y prévoit la création de la Commission scolaire crie qui a été mise sur pied en 1978 en vertu d'une loi provinciale. La Commission scolaire crie fournit des services d'éducation aux Cris et aux non-Cris à l'intérieur des communautés. La législation provinciale créant la Commission scolaire crie fait partie intégrante de la Loi sur l'instruction publique.

Les caractéristiques spéciales de la Commission scolaire crie comprennent une grande participation autochtone au niveau de son administration, le contrôle des Cris des objectifs de la Commission et la possibilité de choisir les cours et les matériaux appropriés pour les Cris. De plus, la Commission scolaire crie a le pouvoir et le mandat de développer, entre autres, des cours, des livres et des matériaux destinés à transmettre la langue et la culture autochtones (alinéas 16.0.8, 16.0.9, 16.0.27).

Un objectif essentiel de la Convention était que les pouvoirs de la Commission scolaire crie devaient se situer à un niveau égal ou supérieur,

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mais non moindre, que celui décrit dans les disposition du chapitre 16. Ce chapitre, de même que toutes les lois le mettant en vigueur, ne pouvait être amendé sans le consentement du Québec et des Cris.

La législation mettant ce chapitre en vigueur traduisait en termes légaux les dispositions de celui-ci. Cependant, les obligations de base ainsi que les engagements décrits dans la Convention ne pouvaient être modifiés sans le consentement des Cris.

Une des bases fondamentales du texte du chapitre 16 et de la législation s'y rattachant était que la Loi sur l'instruction publique (1964 R.S.Q. c. 235 tel qu'amendé) devait s'appliquer à la Commission scolaire crie, sauf dans les cas où la Loi était incompatible avec les dispositions du chapitre 16 de la Convention de la Baie James et du Nord québécois. Dans ce cas, les dispositions du chapitre 16 prévaudraient.

Un aspect primordial de cet engagement était que la Loi sur l'instruction publique telle qu'elle existait au moment où la Convention a été signée et approuvée continuerait de s'appliquer aux Cris. Cependant, il a toujours été convenu que certains changements seraient apportés à la législation régissant le système d'éducation du Québec.

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Mais le Projet de loi 40 remplace en entier l'actuelle Loi sur l'instruction publique, à quelques exceptions près.

Ceci va donc à l'encontre des engagements du Gouvernement du Québec en vertu du chapitre 16 de la Convention de la Baie James et du Nord québécois. Une telle modification à la loi en vigueur est tout aussi incompatible avec les obligations du Québec envers les Cris.

Nous nous opposons à l'application des dispositions du Projet de loi 40 - Loi sur l'enseignement primaire et secondaire public à la Commission scolaire crie.

Il serait contraire aux dispositions du chapitre 16 de la Convention de la Baie James et du Nord québécois que la Commission scolaire crie soit visée par le Projet de loi 40. De plus, cela constituerait un bris de contrat relativement aux obligations du Québec envers les Cris.

La Commission scolaire crie a été mise sur pied avec un mandat et pour un objectif spécifiques. À date, ses opérations uniques sont un témoignage favorable du contrôle par les autochtones de l'éducation autochtone.

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Ceci est la première tentative par une groupe indien de travailler avec un gouvernement provincial en matière d'éducation. L'application d'un nouveau système d'éducation substantiellement différent de celui actuellement en vigueur causerait un préjudice sérieux à la Commission scolaire crie et aux Cris.

Actuellement, la Commission scolaire crie fait face à de sérieux problèmes de financement. Le Gouvernement du Québec a refusé de fournir le financement adéquat pour permettre à la Commission scolaire crie de mettre en oeuvre les programmes inhérents à son statut exclusif. Le Québec ne fournit pas non plus le soutien nécessaire à la Commission scolaire crie pour mener à bonne fin ses activités, le tout contrairement aux dispositions du chapitre 16 de la Convention de la Baie James et du Nord québécois.

Ces questions sont présentement à l'étude dans le cadre d'une révision générale des obligations du Québec envers les Cris en vertu de la Convention de la Baie James et du Nord québécois.

Les résultats de cette révision générale quant au domaine de l'éducation sont encore inconnus. Cependant, les Cris sont déterminés à informer le Gouvernement du Québec de leurs préoccupations.

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Il est inacceptable de changer le régime d'éducation de base s'appliquant aux Cris alors que des questions fondatementales reliées à la juridiction et aux pouvoirs de la Commission scolaire crie sont encore à clarifier et que les obligations du Québec envers les Cris dans le domaine de l'éducation n'ont pas été respectées.

Dans les circonstances, nous croyons qu'il serait adéquat de la part du Gouvernement d'adopter une attitude semblable à celle prise en 1979 relativement aux dispositions du chapitre 80 des Lois du Québec 1979 (Loi 71).

Cette législation amendait substantiellement la Loi sur l'instruction publique de l'époque.

Le Gouvernement avait décidé, vu le statut spécial de la Commission scolaire crie, que celle-ci pouvait choisir que seulement certaines dispositions de cette Loi s'appliquent à ses activités.

Ceci permettait à la Commission scolaire crie d'examiner convenablement l'impact des nouvelles dispositions sur le domaine de l'éducation et de choisir entre les dispositions profitables pour ses activités et celles qui lui seraient préjudiciables.

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Ce procédé avait été accepté à l'époque par toutes les parties qui le considéraient comme une façon rationnelle de traiter des changements proposés au système d'éducation. Nous suggérons que la même approche soit utilisée dans le cas qui nous préoccupe.

A) Premièrement, nous insistons pour que la Commission scolaire crie soit exclue des commissions visées par le Projet de loi 40. De plus, nous exigeons que la Commission scolaire crie soit exemptée de l'application de cette législation telle que formulée actuellement ou telle qu'amendée.

B) En deuxième lieu, le Gouvernement devrait se pencher immédiatement sur ses obligations envers les Cris en vertu du chapitre 16 de la Convention de la Baie James et du Nord québécois et particulièrement sur les allégations des Cris à l'effet que le Québec n'a pas respecté ces obligations.

C) Ensuite, nous suggérons que le Gouvernement du Québec permette qu'après étude, la Commission scolaire crie puisse demander que toutes ou une partie des dispositions de cette législation s'appliquent à ses activités.

D) Comme ceci constituerait un changement aux dispositions du chapitre 16 de la Convention, le

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consentement des Cris serait requis, tel que prévu à l'alinéa 16.0.38.

E) Nous nous réservons aussi le droit de réclamer du Gouvernement du Québec que des dispositions additionnelles soient ajoutées à la loi de manière à reconnaître spécifiquement le statut et les pouvoirs uniques de la Commission scolaire crie. Ceci serait de nature à faciliter l'exécution adéquate du mandat de la Commission scolaire crie.

Dans une lettre datée du 23 septembre 1983, monsieur Eric Gourdeau, du Secrétariat des affaires gouvernementales en milieu amérindien et inuit, confirmait l'acceptation du Ministre de l'Éducation d'amender le Projet de loi 40 pour permettre l'application facultative de cette loi à la Commission scolaire crie et à la Commission scolaire Kativik lorsque et si celles-ci le jugent opportun.

Nous présentons ce mémoire pour que le Gouvernement du Québec confirme à nouveau l'engagement décrit dans la lettre précitée. De plus, nous désirons que cet engagement comprenne la possibilité d'amender le Projet de loi 40 afin de refléter plus adéquatement le statut et le mandat uniques de la Commission scolaire crie.

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Nous demeurons à votre disposition si nous pouvons collaborer avec vous relativement à l'étude de ce Projet de loi. Nous nous permettons de vous rappeler l'importance de nos représentations qui sont étroitement liées au développement de la langue et de la culture des Cris, un des peuples fondateurs du Québec.

Merci.

CRIS DE LA BAIE JAMES
BANDES CRIES DU QUÉBEC
GRAND CONSEIL DES CRIS
(DU QUÉBEC)
ADMINISTRATION RÉGIONALE
CRIE
COMMISSION SCOLAIRE CRIE

The James Bay and Northern Québec Agreement

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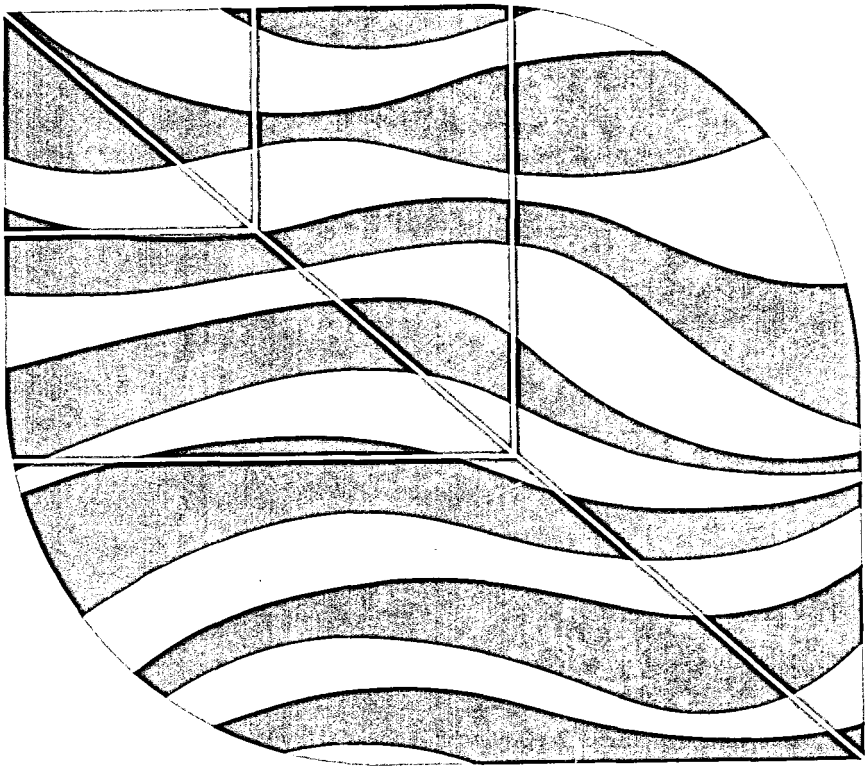

Éditeur officiel du Québec

The James Bay and Northern Québec Agreement

The James Bay and Northern Québec Agreement

Agreement between:
The Government of Québec
The Société d'énergie de la Baie James
The Société de développement de la Baie James
The Commission hydroélectrique de Québec (Hydro-Québec)
and
The Grand Council of the Crees (of Québec)
The Northern Québec Inuit Associaton
and
The Government of Canada

Éditeur officiel du Québec, 1976

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Since the Inuit lands have not all been allocated, they cannot be indicated on maps, but once the process has been terminated, maps will be drawn up and will be made available at the Cartography Service of the Québec Department of Lands and Forests.

Preliminary maps of the Cree lands, however, are available at the same office.

Section I

Map of Québec

Ministère des Terres et Forêts du Québec
Direction générale du domaine territorial
Direction des relevés techniques
Service de la cartographie

Prepared and published by
the Mapping Section (1974)

The 1927 border, which has been distinguished from the others, is not final

Scale 1: 9 000 000

0 90 180 270 360 km

kilometres

Between The **Government of Québec**

and

The **Société d'énergie de la Baie James**

and

The **Société de développement de la Baie James**

and

The **Commission hydroélectrique de Québec (Hydro-Québec)**

and The **Grand Council of the Crees (of Québec)** and
The **James Bay Crees**

and

The **Northern Québec Inuit Association** and
The **Inuit of Québec and The Inuit of Port Burwell**

and The **Government of Canada**

The philosophy of the Agreement was explained in the opening remarks made by Mr. John Ciaccia, member of the National Assembly for Mount Royal and special representative of Premier Robert Bourassa in the James Bay negociation, on November 5, 1975 at the opening of the standing Parliamentary Committee of the National Assembly of Québec on Natural Resources and Lands and Forests, convened to examine the Agreement with the James Bay Crees and the Inuit of Québec, prior to its signature.

The following is an unofficial translation of the remarks which were made in the French language.

Mr. Chairman and Honorable Members,

Two years ago, in November of 1973, the Prime Minister of Québec mandated me to negotiate a settlement with the native peoples of Nouveau-Québec and the James Bay region. I am here today to report on the Agreement that we have drafted. After two years of intensive, difficult, complicated negotiations, we are on the point of making history. I think it is no exaggeration to say that the reaching of this draft Agreement is a major event for Québec, for the native peoples of Québec, for all the population of Québec. Indeed, it is a major event in the history of North America, for there has never been any other agreement like it.

After two years we have been discussing the settlement of the claims put forward by the James Bay Crees and the Inuit of Northern Québec. The media have talked about land and money. But what, in fact, is the real meaning of this Agreement? This is not just an Agreement dealing with territorial and financial issues that involve a population of 10,000 souls. This is not just an Agreement between a government and a group of persons forming a part of our society. This is an Agreement that foresees the rational organization of a territory of 410,000 square miles– with all that this objective implies.

This Agreement has enabled us to accomplish two great tasks to which the government committed itself. It enables us to fulfill our obligations to the native peoples who inhabit our North, and to affirm finally Québec's presence throughout its entire territory.

You may wonder at that last remark, and I can well imagine why. It would be natural to assume that Québec has always been fully exercising its powers and authority everywhere in its domain, that the structures of the state have made Québec's presence felt everywhere within its boundaries. But that has not exactly been the case. Let me begin by explaining the historical context.

As Honorable Members know, Québec reached its present boundaries by virtue of the Québec Boundaries Extension Act of 1912, when a vast area was transferred from the Northwest Territories to the Province of Québec. In addition to acquiring the territory, Québec assumed an obligation to settle such land questions and other claims as the native peoples might raise.

These questions did not, in fact, arise at that time, however, nor for many years afterward. And that whole territory seemed much more remote in those days than it does today, in this era of rapid technological advance, rapidly expanding communications – and of

more pressing needs to develop and use the immense natural resources that this territory possesses. As you know, we are faced with a completely new situation today. Within the last ten to fifteen years we have been looking North with fresh interest, and with a real awareness of its possibilities. These possibilities – they are possibilities of unprecedented economic development that will benefit the entire population of Québec as long as we grasp the opportunity to ensure that it is planned and orderly developed, with a human dimension.

That is why the parties concerned with this Agreement include three of our major Crown Corporations, which are represented here today by their presidents. They are the Québec Hydro-Electric Commission, the James Bay Energy Corporation, and the James Bay Development Corporation, which, due to their experience and to the decisions that they have constantly taken in the interests of all the people of Québec, are at the beginning of a new era and of unprecedented territorial development.

But there has been a cloud in this northern vision, and that cloud is the statute of 1912. The position of the native peoples was left unclear. It was our duty, the duty of the Government of Québec, to clarify their position. At the same time, we were in a position to remove any lingering possibility of dispute as to Québec's rights to this vast territory. These considerations, moreover, formed part of the conclusions and recommendations of the Dorion Commission on the integrity of the territory of Québec and I quote:

"That the Government of Québec take without delay the necessary steps to honor the obligations towards the Indians that were assumed by the laws of 1912 concerning the extension of Québec's frontiers;" . . .

"that the fulfillment of this obligation take the form of an agreement between the Government of Québec and the duly mandated representatives of the Indian Bands of Québec, confirmed by the government of Canada."

Now I have used the word "vast" deliberately in relation to this territory. The territory covered by this Agreement is some 410,000 square miles in area, larger than the Province of Ontario. It is still largely an undeveloped territory; it has seen very little change in the three centuries that white men have had some contact with it. But scattered throughout that territory, small Inuit and Cree populations have, since time immemorial, been practising a way of life based on hunting, fishing and trapping.

Integration of Territory into the Administrative Map of Québec

These people are inhabitants of the territory of Québec. It is normal and natural for Québec to assume its responsibilities for them, as it does for the rest of the population. And that is what the Québec Government will be in a position to do as a result of this Agreement. It will be the guarantor of the rights, the legal status and the well-being of the native peoples of its northern territory. Until now, the native peoples have lived, legally speaking, in a kind of limbo. The limits of federal responsibility were never quite clear, nor was it quite clear that Québec had any effective jurisdiction. The land these people inhabited was in Québec, after 1912, and yet Québec's title was not properly defined. This Agreement will remove any grounds for further doubt or misunderstanding. Jurisdiction will be established in a precise and definitive manner. Until now, Québec's presence in the North has not been complete. Today we are completing and reaffirming this presence.

The Government of Québec has taken the opportunity presented by these negotiations to reorganize the territory, and to set up the institutions and structures that will give substance to the role that it intends to fulfill. The native communities will have local administrations, substantially in the manner of local communities throughout Québec, and regional administrations will exercise municipal functions in areas beyond the old established communities. In districts inhabited by both native and non-native populations, Cree representatives and representatives of the Municipality of James Bay will form a joint administration to be known as the Zone Council. On this subject, let me draw your attention to the fact that with this Agreement 21 new municipalities are to be created. All will be subject to the Ministry of Municipal Affairs. Thirteen of the municipalities will answer to the Ministry through an administration to be called the Kativik Regional Government, a novel instrument suited to the conditions of the region. In all, 250,000 square miles of newly organized territory will come under the jurisdiction of the Ministry of Municipal Affairs when this Agreement is implemented.

Why do we want to do all this? Simply because there are people living in the North, who need public services, who are counting on good administration of their affairs, and who have a right to participate in that administration. The principles of sound and rational administration prompt us to act in this manner. The well-being and the interests of the people require that we do it.

The inhabitants of Québec's North, like everybody else, have to have schools. They have to be able to depend on health services. They have to have the security of justice and a system of law

enforcement. This Agreement responds to these needs, and provides the structures through which they can be met. There will be local school boards, health and social services boards, police units, fire brigades, municipal courts, public utilities, roads, and sanitation services. And all of these agencies will answer to the appropriate ministry of the Québec Government. The proper jurisdiction of all ministries, such as, for example, the Ministry of Education, will remain intact. The services will all be provided through structures put in place by the Government of Québec.

This means that where facilities such as schools and hospitals already exist under federal jurisdiction in native communities, they will be transferred to the jurisdiction of Québec. In the case of certain federal programs, already operating, the Québec Government will assume the responsibility for them.

These are all steps that would have to be taken, these are all services that would have to be provided and developed anyway, regardless of whether or not there was a James Bay project. What the Government of Québec is doing here is taking the opportunity to extend its administration, its laws, its services, its governmental structures throughout the entirety of Québec; in short, to affirm the integrity of our territory.

Three Categories of Land

At the same time, due consideration has to be given to the special needs and interests and problems of the native peoples. With this Agreement there will be a new land regime in the North, and a new regime respecting the most important traditional occupations of the native peoples – hunting, fishing and trapping. There will be a new regime for the protection of the environment. These initiatives will all entail the participation of the native peoples in governmental bodies in the decision-making process respecting these matters. In other words, these various regimes will be administered by the people who are affected, and by the government responsible, that is to say, the Government of Québec.

The needs and interests of the native peoples are closely tied to their lands; their lands are at the very centre of their existence. That is why in this Agreement we have devoted ourselves especially to the establishment of a land regime that will be equitable and that will satisfy the needs both of the native peoples and of Québec.

And it is for this reason that we have defined three categories of land in the Agreement. The new land regime deserves special attention, and I would like to outline it briefly. Honorable Members will,

of course, be able to examine it in greater detail in the proposed text of the Agreement.

I repeat, the Agreement defines three categories of land, which we call, for the sake of simplicity, Category I lands, Category II lands, and Category III lands. I'll speak about Category III lands first, if I may, for the vast bulk of the territory of Northern Québec will be made up of Category III lands. These are, generally speaking, lands where exclusive rights or privileges are not granted to the native peoples. This does not mean they are shunted aside. On the contrary, they will be able to pursue their harvesting activities – hunting, fishing and trapping – the year round, as in the past. To this end, certain species will be reserved for their use. But, in general, the entire population will have access to, and the use of, Category III lands in accordance with the ordinary laws and regulations of Québec concerning public lands.

It is the Category I and Category II lands, however, that are of particular importance in the context of the preservation of the culture and the economy of the Cree and Inuit peoples.

Now what do we mean exactly by Category I lands? These are the lands that will be allocated to the native peoples for their exclusive use. They are the lands in and around the communities where the native peoples normally reside.

Certainly the native peoples will enjoy a special position on these lands. That is the point of having this land category. But there is more to be said. Québec will retain the right to use Category I lands for public purposes. Acquired rights, private as well as public, are protected. If the public activities on these lands interfere with the native peoples' use of them, then replacement land must be provided for them.

Now to see the Category I lands in their proper perspective, it must be realized that they represent a tiny proportion of the whole territory. Approximately 3,250 square miles are to be allocated to the use of the Inuit, and 2,158 square miles to the use of the Crees. Thus, although these lands are vital to the native peoples and they constitute an essential element of the Québec Government's policy of protecting their traditional economy and culture, you will agree that they are of minimal importance in relation to the total economy of Québec.

One of the most important features of the Category I lands will be their self-administration. In other words, local matters will be regulated by the people who live there, as they are in any other municipality anywhere else in Québec. There are to be Category I lands for the Cree communities south of the 55th parallel, in the James Bay region,

but these will not be part of the Municipality of James Bay. These communities, or rather, the members of each of these communities, will constitute legal entities, and each entity will have its affairs administered by a council.

The native peoples will be required to allow the use of Category I lands for their general community services, such as hospitals, police stations and schools.

The consent of the native peoples will be required for mining activities on Category I lands. However, the mineral and sub-surface rights will continue to belong to Québec, with the exception of rights already acquired by third parties. Owners of mining rights adjacent to Category I lands will be able to exercise them within the limits of the rights they retain, but they will be required to compensate the Band whose territory is affected by their operations.

The Government, for its part, will have certain expropriation powers on Category I lands. There can, for example, be expropriations for community purposes such as roads, public utilities and even pipelines or transmission lines. But the Agreement stipulates that no oil or gas pipeline may be built closer to the centre of a community than five miles; and that stipulation is for the purpose of protecting the community's physical and social environment.

Québec's Presence: a Reality

I mention all these various provisions to emphasize two things, namely that the native peoples will have land that to all intents and purposes they can call theirs, and that Québec's presence on that land will be a reality. For these reasons, land is a fairly complex matter, and is at the very heart of this Agreement.

Now, if I may turn to Category II lands. Category II lands are those where the native peoples will have exclusive hunting, fishing and trapping rights, but no special right of occupancy. The Government of Québec may earmark Category II lands for development purposes at any time, as long as the land used for development is replaced. And servitudes for public purposes may be established on Category II lands without any requirement of compensation.

Mining exploration and technical surveys may be carried out freely on Category II lands. The Government of Québec may authorize scientific studies, administrative works and pre-development activities on Category II lands. These undertakings, it goes without saying, must not interfere unreasonably with the hunting, fishing and trapping activities of the native peoples.

This land regime that the Agreement proposes is, admittedly, an elaborate regime. It sounds as if we are going to great lengths to deal with special interests and problems. And we are. For while affirming the integrity of its territory, the Government of Québec has sought to ensure that the native peoples can maintain their traditional way of life, which is the basis of their economy, their culture, and their survival. And what's more, the Government has sought to ensure that this way of life is viable. That is why the Government has taken the responsibility for the allocation of lands to the Cree and Inuit peoples —some lands to the use of which they will have exclusive rights, other lands where they will have exclusive hunting, fishing and trapping rights.

No Paternalism

I want to emphasize to Honorable Members that the Government of Québec has rejected paternalism as a policy for dealing with the native peoples. That is one of the meanings that you can take from this Agreement. The Government proposes to deal with the native peoples as full-fledged citizens. I think it is fair to say that great care has been taken in the negotiation of this Agreement to see that nothing prejudices their rights as citizens. Quite the contrary. The native peoples are offered, with this Agreement, reasonable conditions for the pursuit of their traditional occupations. They are offered the services that are available to all other citizens of Québec in their own communities. They are offered powers of local administration as great as those of other communities in Québec.

Moreover, the Governments of Québec and Canada will, for the purpose of helping them to meet their needs in the economic, social and community domains, allocate the sum of $225 million to twenty-two native communities in the course of the next twenty years. This sum cannot be distributed to individuals; it must be used by the communities.

Finally, and perhaps most important, the native peoples are offered a choice. They will be free, as individuals, to choose between their traditional occupations and new occupations.

In this sense, I think that both the Québec Government and the native peoples can feel that they are sharing a victory. It is a victory for the Government because, by virtue of the Agreement, the presence of Québec is finally and completely asserted in the North. It is a victory also for the native peoples because by the Agreement they are put on a new and more dignified footing, as a collectivity, than they have known in the past.

I believe sincerely that the historic approach to indians affairs in this country is no longer valid, and no longer acceptable. It certainly would not have been the least bit effective in dealing with the situation which we have had to confront in Northern Québec and which we have tried to resolve through these long, patient, and extremely complex negotiations.

We did not want to create "reserves" in the conventional meaning of that word and, in fact, we are not creating them.

The Québec Government has taken the position in these negotiations that it wanted to do all that was necessary to protect the traditional culture and economy of the native peoples, while at the same time fulfilling its obligations under the Act of 1912.

The Category I lands, therefore, are not reserves in the classical sense, as I hope I have made clear.

This Agreement will, in fact, take precedence over the federal Indian Act. It is our aim that a new concept will exist, to be implemented by Québec law. This concept is that of a community which the Crees or the Inuit, as the case may be, will inhabit as their own, and which will be built around their traditional activities, but which will be accessible to the rest of society.

Let me repeat specific provisions that will illustrate what I have just said. There will be public roads in and near these communities, for example. It's not going to take any red tape to get to them, either. The Government will have the normal right to expropriate land for public purposes. There will be servitudes for utilities. And the general public will have the same rights on land in the public domain, such as the roads, as it has anywhere else—and the same limited rights on land not in the public domain as it has on private property anywhere else. That is to say, there is a normal right of access for lawful and legitimate purposes. The Category I lands are not to be walled off or cloistered. Nobody will automatically be guilty of trespass simply for entering Category I lands. We are not creating shelters or confinements for wards of the State, for the simple reason that the concept expressed in the Agreement aims at wiping out the stigma attached to being a ward of the State. In reality, we are giving cultural minorities the chance of collective survival, and we are doing this without in any way diminishing the Province's power to use the resources of Québec for the good and the benefit of all the people of Québec.

Two Guiding Principles

In undertaking the negotiations with the native peoples, we have followed two guiding principles, two principles of equal importance. The first is that Québec needs to use the resources of its territory, all its territory, for the benefit of all its people. The use of these resources must be reasonably planned. The future needs of the people of Québec must be anticipated.

The Government clearly has the duty to take the measures necessary to ensure the orderly and rational development of the resources of our territory in the North. Those resources are a vital factor, they must be a vital factor, in the Government's over-all plans for the future of Québec.

The second principle is that we must recognize the needs of the natives peoples, the Crees and the Inuit, who have a different culture and a different way of life from those of other peoples of Québec.

We have negotiated with two minorities who felt themselves threatened with extinction. The native peoples are battling for their survival. If the State does not succeed in establishing principles aimed at assuring the survival of these minorities, it could well happen that we might not even be able to guarantee our own.

Mr. Chairman, Québec certainly has special reason to be sensitive to the needs and anxieties of population groups of a different culture who are in a minority position. And that is the position of the Crees and the Inuit. They are very tiny minorities. Their fate as collectivities would be sealed if the Government of Québec were not determined to give their culture the chance of survival as long as it has vitality, and as long as they wish their culture to survive.

The Crees and the Inuit are inhabitants of Québec. They want to live in Québec, to work in concert with the Government of Québec, to be part of us.

I have been struck time and again in the course of these negotiations by the expression of these sentiments that I have just described. The Crees and the Inuit are an integral part of Québec. But, I repeat, they are also minorities in Québec whose survival is threatened. That is one of the reasons why we have, in this draft Agreement, taken full account of their need of education in the native tongues, and in their own schools under their own local jurisdiction. And it is why we have attached so much importance to the elaboration of the land regime that I have already discussed.

Land is the very basis of the Cree and Inuit cultures. And it is not just a matter of sustaining themselves with the harvest of the land, which of course they do.

They have a mystique about the land, and what it contains. They have a special relationship with the land that their ancestors inhabited, a link, something indefinable but real and genuine nevertheless.

The native peoples who will be parties to this Agreement are not the people you see in our cities selling artwork and handicrafts. They are not people who offer themselves as a tourist attraction. They are not people who do odd jobs and live on pizzas and other delicacies of our supposedly advanced southern civilization. They are flesh-and-blood people who live and work in communion with the land they inhabit and who express, in their everyday activities, the continuity of a long, long tradition. They are living, if I may say so, a wholesome life in harmony with the land. They are at peace with nature.

Let us take trapping as an example of what I am saying. This vocation is no occasional pastime with the peoples of the North. It is one of their principal occupations, part of the basis of their livelihood. In hundreds of places the earth is literally festooned with traplines. Many of the native peoples go into the bush, or the forest, for four to six months at a time to set and tend their traplines, or harvest the fruits of their labors.

This is an integral part of their life, not an isolated activity. They fit it into the pattern of their lives.

So we are by no means talking about a dying way of life. On the contrary, it is strongly maintained. The native peoples hold to it with every fibre of their being. And as the North is inevitably opened up to other peoples, it would be wrong not to do what is in our power to do to guarantee and protect this way of life.

We are naturally much worried about the preservation of the environment. This question has indeed been one of our main preoccupations. That is why there will be a specific Environmental and Social Regime in the North. Its guiding principle will be development in harmony with the protection of the environment.

As I have said, and I will no doubt often say it again: there is no question of stopping development. But there will be a procedure to study the possible effects of specific development projects and to determine how these effects, where they may be detrimental, can be prevented or minimized. And this will not be a unilateral action. The native peoples will have a part in deciding and establishing environmental regulations that directly affect them and their way of life.

They will be able to make their positions known through advisory bodies and study groups that the Government will be obligated to consult.

An Agreement without Precedent

Now I may have talked too long on some points, and I apologize to Honorable Members for that. But if I have taken so much of your time, it is because I want to lay the foundation for the statement that I am going to make now: This will be an Agreement without precedent in the history of North America in relations between the State and native peoples. It is a very comprehensive Agreement. It has involved the Government of Canada, and three Québec Crown Corporations, namely Hydro-Québec, the James Bay Development Corporation and the James Bay Energy Corporation, as well as the Grand Council of the Crees, which represents eight different Indian Bands, and the Northern Québec Inuit Association, representing fourteen communities, and the Government of Québec.

When the Prime Minister gave me his mandate two years ago, this is not, to his way of thinking, to be just a money-and-land settlement. It was to be a comprehensive settlement that would enable the native peoples to become full participants in the life of Québec while safeguarding their distinctive culture. It was to be a comprehensive settlement that would establish, once and for all, Québec's authority to dispose of the territory in accordance with the dictates of public interest and of Québec's national policy. I submit that with this Agreement, we are achieving these objectives.

I recognize, as do Honorable Members, that far-reaching legislative measures will be required, both in the National Assembly of Québec and in the Parliament of Canada, to give full effect to this important Agreement. Certain new legislation will be needed; certain statutes, of Canada and of Québec, will have to be modified. So Honorable Members will have ample opportunity to study every aspect of the Agreement in detail before it becomes law.

But while legislative action is therefore required in both capitals, Ottawa and Québec, it is here, in Québec, that the crucial decisions must be taken. Here, in Québec, in the National Assembly, that the results of the long, arduous labors of our negotiating team truly need to be ratified.

It is my ardent wish, Honorable Members, that we shall be legislating not only with a view to new commitments and to a clear and precise affirmation of Québec's presence in its North, but also with a view to the creation of a framework within which Québec can give substance to its vision of the North. Thank you.

I would like to express thanks to all those who collaborated in the preparation, negotiations, and in the terms of the present proposed Agreement, as well as those from the various provincial departments. Without their total cooperation it would have been impossible for us to achieve our scheduled objectives.

John Ciaccia,
member of the
National Assembly for Mount Royal
and Special Representative
of Premier Robert Bourassa

The **Grand Council of the Crees (of Québec),** a corporation duly incorporated and mandated for these presents by, and acting on behalf of, the councils and **Members of the Cree** Bands of Fort George, Old Factory, Eastmain, Rupert House, Waswanipi, Mistassini, Nemaska and Great Whale River (which **Members** are hereinafter collectively referred to as the "James Bay Crees") as well as the said **Members** of the said Cree **Bands** and the said **Bands** *herein* acting and represented by the respective chiefs or leaders of the above Bands,

and

The **Northern Québec Inuit Association,** a corporation duly incorporated and duly mandated for these presents, herein acting and represented by the president, Charlie Watt, the first vice-president, George Koneak, the second vice-president, Johnny Williams, the secretary, Zebedee Nungak, the treasurer, Pootoolik Papigatuk, a director, Tommy Cain, a director, Robbie Tookalook, a director, Peter Inukpuk, a director, Mark Annanack, a director, Sarolie Weetaluktuk, a director, Charlie Arngak, and acting on behalf of the Inuit of Québec and the Inuit of Port Burwell, and the **Inuit of Québec** and the **Inuit of Port Burwell** represented by the said corporation,

and

The **Government of Québec,** herein acting and represented by Gérard D. Lévesque, es-qualité Minister of Intergovernmental Affairs,
(hereinafter referred to as "Québec")

and

La **Société d'énergie de la Baie James** (the **James Bay Energy Corporation)** a corporation duly incorporated with its head office in Montréal, Québec, herein acting and represented by the president Robert A. Boyd

and

La **Société de développement de la Baie James** (the **James Bay Development Corporation)** a corporation duly incorporated with its head office in Montreal, Québec, herein acting and represented by the president, Charles Boulva

and

La**Commission hydroélectrique de Québec** (the **Québec Hydro-Electric Commission – Hydro-Québec),** a corporation duly incorporated with its head office in Montréal, Québec, herein acting and represented by the president, Roland Giroux

The **Government of Canada,** herein acting and represented by the Minister of Indian Affairs and Northern Development, the Honorable Judd Buchanan
(hereinafter referred to as "Canada").

WHEREAS it is desirable for the Province of Québec to take measures for the organization, reorganization, good government and orderly development of the areas within the purview of the 1898 Acts respecting the Northwestern, Northern and Northeastern Boundaries of the Province of Québec and of the 1912 Québec Boundaries Extension Acts;

WHEREAS the Province of Québec assumed certain obligations in favour of the Native people inhabiting the said areas (hereinafter referred to as the "Territory");

WHEREAS the Province of Québec now wishes to fully satisfy all of its obligations with respect to the Native people inhabiting the Territory and the James Bay Crees, the Inuit of Québec and the Inuit of Port Burwell have consented to the terms and conditions of an agreement of settlement with respect thereto;

WHEREAS, in particular, it is expedient to agree upon the terms and conditions of the surrender of the rights referred to in the 1912 Québec Boundaries Extension Acts;

WHEREAS, for such purpose, it is expedient that Canada and Québec recommend to the Parliament of Canada and to the National Assembly of Québec respectively, that the said 1912 boundaries extension acts be amended by legislation;

WHEREAS La Société d'énergie de la Baie James, La Société de développement de la Baie James and La Commission hydroélectrique de Québec (Hydro-Québec) have an interest in, and have made commitments for, the orderly development of the said Territory;

WHEREAS it is appropriate that it be recommended to Parliament and to the National Assembly of Québec that the agreement herein set forth (hereinafter referred to as the "Agreement") be approved and given effect to by suitable legislation.

Now the parties hereto agree as follows:

For the purposes of the Agreement and, unless otherwise expressly provided or indicated by the context, the following words and phrases shall mean:

1.1 "Category I": an area of land in the Territory described in Sections 5 and 7 of the Agreement.

1.2 "Category IA": an area of land in the Territory described in Section 5 of the Agreement.

1.3 "Category IB": an area of land in the Territory described in Section 5 of the Agreement.

1.4 "Category IB Special and Special Category I": areas of land in the Territory described in Sections 5 and 7 respectively of the Agreement.

1.5 "Category II": an area of land in the Territory described in Sections 5 and 7 of the Agreement.

1.6 "Category III": land in the Territory other than Category I, IA, IB, IB Special, Special Category I, and Category II.

1.7 "Community", in the case of the Crees, or "Cree Community": a collectivity of Crees for whom Category I lands have been allocated and in the case of Category IA, the band as represented by the band council, and in the case of Category IB, the public corporations contemplated by Section 5 or 10 of the Agreement.

1.8 "Community", in the case of the Inuit, or "Inuit Community": one of the existing Inuit communities at George River, Fort Chimo, Leaf Bay, Aupaluk, Payne Bay, Koartak, Wakeham Bay, Sugluk, Ivujivik, Akulivik (Cape Smith), Povungnituk, Inukjuak, Great Whale River, and Fort George, future Inuit communities recognized as such by Québec, and Port Burwell for the specific purposes mentioned in the Agreement.

1.9 "Cree" or "James Bay Cree": a person eligible pursuant to paragraphs 3.2.1, 3.2.2 and 3.2.3 of Section 3 of the Agreement.

1.10 "Inuk" or "Inuit" in the plural: a person eligible pursuant to paragraphs 3.2.4, 3.2.5 and 3.2.6 of Section 3 of the Agreement.

1.11 "Native party": in the case of the Crees, the Grand Council of the Crees (of Québec) or its successor until the coming into force of the legislation establishing the Cree Regional Authority and, thereafter, the Cree Regional Authority or its successor. In the case of the Inuit, the Northern Québec Inuit Association or its successor until the coming into force of the legislation establishing La Société Inuit de développement - The Inuit Development Corporation and, thereafter, the said corporation or its successor.

1.12 "Native people": the Crees and the Inuit.

1.13 "Native person": a Cree or an Inuk.

1.14 "Non-native": a person not eligible pursuant to Section 3 of the Agreement.

1.15 "Minister": the provincial or federal minister responsible for a matter falling within the jurisdiction of the government of which he is a member.

1.16 "Territory": the entire area of land contemplated by the 1912 Québec boundaries extension acts (an Act respecting the extension of the Province of Québec by the annexation of Ungava, Qué. 2 Geo. V. c.7 and the Québec Boundaries Extension Act, 1912, Can. 2 Geo. V. c.45) and by the 1898 acts (an Act respecting the delimitation of the Northwestern, Northern and Northeastern boundaries of the Province of Québec, Qué. 61 Vict. c.6 and an Act respecting the Northwestern, Northern and Northeastern boundaries of the Province of Québec, Can. 61 Vict. c.3).

Surrender of rights

2.1 In consideration of the rights and benefits herein set forth in favour of the James Bay Crees and the Inuit of Québec, the James Bay Crees and the Inuit of Québec hereby cede, release, surrender and convey all their Native claims, rights, titles and interests, whatever they may be, in and to land in the Territory and in Québec, and Québec and Canada accept such surrender.

Benefits under the Agreement

2.2 Québec and Canada, the James Bay Energy Corporation, the James Bay Development Corporation and the Québec Hydro-Electric Commission (Hydro-Québec), to the extent of their respective obligations as set forth herein, hereby give, grant, recognize and provide to the James Bay Crees and the Inuit of Québec the rights, privileges and benefits specified herein, the whole in consideration of the said cession, release, surrender and conveyance mentioned in paragraph 2.1 hereof.

Canada hereby approves of and consents to the Agreement and undertakes, to the extent of its obligations herein, to give, grant, recognize and provide to the James Bay Crees and the Inuit of Québec the rights, privileges and benefits herein.

2.3 In consideration of the rights and benefits herein set forth in favour of the Inuit of Port Burwell who are ordinarily resident of Killinek Island, the Inuit of Port Burwell hereby cede, release, surrender and convey all their Native claims, rights, titles and interests, whatever they may be, in and to land in the Territory and in Canada, and Québec and Canada accept such surrender.

Québec and Canada, the James Bay Energy Corporation, the James Bay Development Corporation and the Québec Hydro-Electric Commission (Hydro-Québec) to the extent of their respective obligations as set forth herein, hereby give, grant, recognize and provide to the Inuit of Port Burwell the rights, privileges and benefits specified herein, the whole in consideration of the said cession, release, surrender and conveyance mentioned in this paragraph.

For purposes of the Agreement a person of Inuit ancestry who was or will be born on that part of Killinek Island within the Northwest Territories shall be deemed to have been born or to be born in Québec, or if such person is ordinarily resident in Port Burwell he shall be deemed to be ordinarily resident in Québec.

The provisions of the Agreement as set forth in Section 3 (Eligibility); Section 6 (Land Selection - Inuit of Québec); Section 7 (Land Regime Applicable to the Inuit); Section 23 (Environment and Future Development - North of the 55th Parallel); Section 24 (Hunting, Fishing and Trapping); Section 25 (Compensation and Taxation) and Section 27 (Inuit Legal Entities) shall apply to the Inuit of Port Burwell and for the purposes of such Sections the Inuit community of Port Burwell shall be deemed to be an "Inuit community". Notwithstanding the foregoing the Inuit of Port Burwell shall not be included in paragraph 3.2.4 for the purpose of calculating the division of compensation as provided in paragraph 25.4.1.

Canada or the Government of the Northwest Territories, as the case

may be, will continue to be responsible for providing programs and services to the Inuit who are ordinarily resident in Port Burwell in accordance with criteria that may be established from time to time.

Legal Proceeding

2.4 In consideration of and subject to the rights, benefits and privileges in favour of the James Bay Crees and the Inuit of Québec, the James Bay Crees and the Inuit of Québec consent by these presents to the settlement out of court of all legal proceedings relating to the James Bay project or to the claims, rights, titles and interests in land that they may have. The James Bay Crees and the Inuit of Québec further undertake not to institute any further proceedings relating to the matters contemplated in the said legal proceedings already instituted which are presently before the Supreme Court of Canada in virtue of leave to appeal granted by the Supreme Court of Canada on February 13, 1975.

The legal proceedings involving the parties and bearing the numbers 05-04840-72 and 05-04841-72 of the records of the Superior Court of the District of Montréal are hereby settled and transacted and the parties respectively release and discharge each other, their agents, mandataries, representatives and employees from all claims, demands, damages and inconvenience arising from or in relation to the matters contemplated by the said proceedings. The parties to the said proceedings undertake that they will forthwith upon the coming into force of the Agreement cause the necessary documents to be filed in the records of the Courts to give effect to the above.

Legislatior

2.5 Canada and Québec shall recommend to the Parliament of Canada and to the National Assembly of Québec respectively, forthwith upon the execution of the Agreement, suitable legislation to approve, to give effect to and to declare valid the Agreement and to protect, safeguard and maintain the rights and obligations contained in the Agreement. Canada and Québec undertake that the legislation which will be so recommended will not impair the substance of the rights, undertakings and obligations provided for in the Agreement.

Both the federal and provincial legislation approving and giving effect to and declaring valid the Agreement, if adopted, shall provide that, where there is an inconsistency or conflict between such legislation and the provisions of any other federal or provincial law, as the case may be, applicable to the Territory, the former legislation shall prevail to the extent of such inconsistency or conflict. Canada and Québec acknowledge that the rights and benefits of the Indians and Inuit of the Territory shall be as set forth in the Agreement and agree to recommend that the federal and provincial legislation approving, giving effect and declaring valid the Agreement will provide for the repeal of Sub-Sections c), d) and e) of Section 2 of the federal Québec Boundaries Extension Act, 1912, and of the same Sub-Sections of Section 2 of the Schedule to the provincial Québec boundaries extension act, 1912.

The provincial legislation approving, giving effect to and declaring valid the Agreement shall allocate lands in the manner set forth in the Agreement, notwithstanding any other provincial laws or regulations.

2.6 The federal legislation approving, giving effect to and declaring valid the Agreement shall extinguish all native claims, rights, title and interests of all Indians and all Inuit in and to the Territory and the native claims, rights, title and interests of the Inuit of Port Burwell in Canada, whatever they may be. **Extinguishment of rights**

2.7 During the Transitional Period of two (2) years referred to herein, Canada and Québec shall to the extent of their respective obligations, take the measures necessary to put into force, with effect from the date of execution of the Agreement, the Transitional Measures referred to in the Agreement. **Coming into force of Agreement**

Except for such Transitional Measures, the Agreement shall come into force and shall bind the Parties on the date when both the federal and provincial laws respectively approving, giving effect to and declaring valid the Agreement are in force.

Upon the coming into force of the said federal and provincial legislation the Transitional Measures shall be replaced by all the other provisions of this Agreement. All acts done by the Parties in virtue of the said Transitional Measures shall then be deemed to have been ratified by all the Parties hereto.

2.8 In the event that the legislation referred to in paragraph 2.5 hereof does not come into force within a period of two (2) years from the execution of the Agreement, all compensation paid to or for the benefit of the James Bay Crees and the Inuit of Québec by Québec or Canada pursuant to Sub-Section 25.1 shall be repaid to, revert to or remain with, as the case may be, the said governments. However, during the transitional period, the James Bay Crees, the Inuit of Québec and the Inuit of Port Burwell shall be entitled to receive, retain and use any interest earned thereon when due under the provisions of paragraphs 25.1.6 and 25.2.6. Such interest payments shall be made to the Grand Council of the Crees (of Québec) for the benefit of the James Bay Crees and to the Northern Québec Inuit Association for the benefit of the Inuit of Québec and the Inuit of Port Burwell. **Transitional Monetary Payment**

2.9.1 During the period between the date of execution of the Agreement and either the coming into force of the legislation referred to in paragraph 2.5 or two (2) years from the date of execution of the Agreement, whichever is the earlier (which period is herein referred to as the "Transitional Period"), Québec undertakes, in the case of the James Bay Crees, from the date of the execution of the Agreement and in the case of the Inuit of Québec and the Inuit of Port Burwell, from the respective dates that agreements are reached with Québec in accordance with Section 6 for the selection of Category I lands, not to alienate, cede, transfer or otherwise grant rights respecting the lands which are to be allocated as Category I lands to or for the benefit of the James Bay Crees, the Inuit of Québec and **Transitional Measures**

the Inuit of Port Burwell, except for those rights which Québec could grant under Sections 5 or 7. Such lands are described in the Territorial descriptions annexed to Section 4 and to be annexed to Section 6 as selections are made and shall include the lands known as Category IA and Category IB lands.

Provisiona Use of Territory

2.9.2 During the Transitional Period, the James Bay Crees, the Inuit of Québec and the Inuit of Port Burwell shall be permitted to occupy, enjoy and use the Territory in accordance with present practice, subject to the rights of the other parties to the Agreement to act in such a manner as not to jeopardize rights which the James Bay Crees, the Inuit of Québec and the Inuit of Port Burwell will have when the Agreement comes into force and effect. Nonetheless, this shall not be deemed to be a recognition nor a waiver of any right in or to the Territory in favour of or by the James Bay Crees, the Inuit of Québec and the Inuit of Port Burwell.

Provisiona Hunting, Fishing ar Trapping

2.9.3 Moreover, during the Transitional Period, and subject to aquired rights, the James Bay Crees, the Inuit of Québec and the Inuit of Port Burwell when they will have selected their lands as aforesaid, shall be granted by regulations of Québec and Canada, to the extent of their respective jurisdictions, which Québec and Canada hereby undertake to adopt to give effect to these presents, the exclusive right to hunt, fish and trap in the lands which are or shall be described as Category I and Category II lands and to grant the right to trap and to hunt and fish in Category III lands, the whole subject to such limitations on the Native people as are contained in Section 24 of the Agreement. These regulations shall also provide that the Inuit of Québec and the Inuit of Port Burwell (through their Community Councils) and the James Bay Crees shall be authorized to allow other persons to hunt, fish and trap in Category I and Category II lands in the manner set forth in Section 24. Moreover, subject to acquired rights, the said regulations shall also provide for the same rights to the Native people in respect to outfitting as would have applied had the Agreement come into force on the date of its execution, except that notices relating to the right of first refusal with respect to outfitting facilities during the Transitional Period shall be given to the interested Native parties in respect to their respective areas of primary interest and to both interested Native parties in respect to areas of common interest.

Payment during Transitior Period

2.9.4 From the date of execution of the Agreement, Canada and Québec shall pay for the benefit of the James Bay Crees, the Inuit of Québec and the Inuit of Port Burwell the amounts of compensation to which they shall be entitled upon the coming into force of the Agreement in accordance with the provisions of Sub-Section 25.1. However, during the Transitional Period, such amounts of compensation shall not be paid to the legal entity or entities contemplated by Sections 26 and 27 but shall instead be paid to financial institutions in Québec mutually acceptable to Québec, Canada and the Cree and Inuit parties, for the benefit of the James Bay Crees, the Inuit of Québec and the Inuit of Port Burwell, pursuant to trust arrange-

ments acceptable to Canada, Québec and the interested Native parties. It is recognized that there may be separate trust arrangements for each of the interested Native parties.

Building of La Grande Project

2.9.5 During the Transitional Period, the James Bay Energy Corporation and Hydro-Québec undertake that they will carry out all measures respecting Le Complexe La Grande 1975 in the manner provided for Section 8 as if the said Section were in force and effect from the date of execution of the Agreement. Furthermore, the James Bay Energy Corporation and Hydro-Québec undertake that during the said Transitional Period Le Complexe La Grande 1975 which is being built will substantially conform to the provisions contemplated by the "Description Technique–Le Complexe La Grande 1975" (dated October 20, 1975) referred to in Section 8 of the Agreement.

The James Bay Crees, the Inuit of Québec and the Inuit of Port Burwell undertake that during the Transitional Period, no legal proceedings will be instituted having as an object the halting of works being carried out substantially in conformity with the said Le Complexe La Grande 1975.

Other Provisional Measures

2.9.6 In addition to the foregoing, the provisions of the Agreement relating to Health and Social Services, Education and Justice and Police shall be implemented to the extent possible within existing legislation, during the Transitional Period. In respect to the Income Security Program for the Crees and in respect to the support program for Inuit hunting, fishing and trapping the Transitional Measures during the Transitional Period shall be as described in Sections 30 and 29 respectively. Subject to the provisions of said Sections, at the termination of said Transitional Period the Native parties shall be obliged to render an account to Québec concerning the use of such moneys for such programs and to repay and remit to Québec any portion of such moneys not used for the said purposes.

At the termination of the Transitional Period, Canada and Québec may cease implementation of the above mentioned provisions, and the Crees and Inuit shall have the right to opt out of such implementation, in either of which events the parties shall be restored to their respective positions prior to the execution of the Agreement, provided that nothing herein shall be interpreted to require the Crees and the Inuit to repay any sums spent in accordance with and with respect to this paragraph.

Suspension of Legal Proceedings

2.9.7 The Parties agree to further suspend during the Transitional Period the legal proceedings relating to the James Bay project or to the claims, rights, titles and interests in land of the James Bay Crees and the Inuit of Québec, including the effects of any judgment, rendered or to be rendered, resulting therefrom, and not to institute any further proceedings relating to such matters, during the Transitional Period, including all matters contemplated by the proceedings in the case of *Kanatewat et al.* vs. the *James Bay Development Corporation et al.* pending before the Supreme Court of Canada and related proceedings pending before the Superior Court of Québec. The Parties further agree not to institute legal proceedings relating to Transitional Measures referred to herein during the Transitional Period.

2.9.8 In the event that the legislation referred to in paragraph 2.5 hereof does not come into force within a period of two (2) years from the execution of the Agreement then, notwithstanding the Transitional Measures herein specified, nothing in the Agreement shall be construed as imposing any obligation upon Québec or Canada to continue any or all of the Transitional Measures or any other obligation or undertaking referred to elsewhere in the Agreement. Nevertheless, Québec and Canada, to the extent of their respective undertakings, agree to assume and implement the Transitional Measures provided for herein and the Crees, the Inuit of Québec and the Inuit of Port Burwell have accepted same on the basis that suitable legislation shall be adopted to put the Agreement into force and effect.

Agreemen not comin into force

2.9.9 The Transitional Period may be extended by consent of all Parties.

Extension Transitiona Period

2.10 The Parties hereto recognize and declare that all lands other than Category IA lands are and shall remain under the exclusive legislative jurisdiction of the Province of Québec.

In the event that a final judgment of a competent court of last resort declares that the whole or any part of Categories II and III lands fall under the legislative jurisdiction of Canada, because of rights granted to the Native people with respect to all or any such lands or because such lands are held to be lands reserved for Indians, then any rights given to the Native people with respect to such lands shall cease to exist for all legal purposes.

Québec and Canada undertake as of the date of the said judgment, both one to the other, as well as individually and collectively, in favour of the Native people to do all things necessary and to introduce such legislative or other measures needed to enable Québec and/or Canada, in their respective jurisdictions, to grant anew the same rights that ceased to exist but with provincial jurisdiction in the said lands.

Nonetheless, in order to avoid hardship to the Native people and notwithstanding the above, the effect of the preceding provisions with respect to the termination of the rights of the Native people shall be suspended for a period of two (2) years following the date of the judgment.

During such period of suspension, Québec and Canada undertake that they will not do anything or permit anything to be done which would prevent the granting or restoration to the Native people of any rights so nullified.

At the expiration of the period of suspension of two (2) years mentioned above, should no measures have been taken which would make possible, under provincial jurisdiction, the restoration of rights to the Native people, Canada and Québec shall continue to endeavour to take the measures necessary which will make possible the restoration under provincial jurisdiction of the said rights over Categories II and III lands.

Should any Category I lands, exclusive of Category IA lands of the Crees, be held by a final judgment of a competent court of the last resort to fall under federal legislative jurisdiction, none of the rights of the Native people in regard to such lands shall be affected. However, Canada and Québec undertake to diligently do all things necessary and to introduce such legislative or other measures required so that such lands and rights of the Native people related to such lands fall under provincial legislative jurisdiction.

The termination of any rights in virtue of this paragraph and the circumstances described herein shall not be deemed to be nor be construed as nullifying in any manner whatsoever any other rights or provisions of this Agreement.

Citizens' Rights

2.11 Nothing contained in this Agreement shall prejudice the rights of the Native people as Canadian citizens of Québec, and they shall continue to be entitled to all of the rights and benefits of all other citizens as well as those resulting from the Indian Act (as applicable) and from any other legislation applicable to them from time to time.

Federal and Provincial Programs

2.12 Federal and provincial programs and funding, and the obligations of the Federal and Provincial Governments, shall continue to apply to the James Bay Crees and the Inuit of Québec on the same basis as to the other Indians and Inuit of Canada in the case of federal programs, and of Québec in the case of provincial programs, subject to the criteria established from time to time for the application of such programs.

Federal, Provincial and Private Interest

2.13 The rights of the Crown in right of Canada in respect to Federal properties and installations in the Territory and the rights of the Crown in right of Québec in respect to provincial properties and installations in the Territory, which are now or hereafter owned by the Crown or used for the purposes of the Federal or Provincial Government, as the case may be, shall not be affected by the Agreement, except as otherwise specifically provided for herein.

Subject to the provisions of this Agreement the rights of persons not parties hereto shall not be affected.

Undertaking to Negotiate

2.14 Québec undertakes to negotiate with other Indians or Inuit who are not entitled to participate in the compensation and benefits of the present Agreement, in respect to any claims which such Indians or Inuit may have with respect to the Territory.

Notwithstanding the undertakings of the preceding sub-paragraph, nothing in the present paragraph shall be deemed to constitute a recognition, by Canada or Québec, in any manner whatsoever, of any rights of such Indians or Inuit.

Nothing in this paragraph shall affect the obligations, if any, that Canada may have with respect to claims of such Native persons with respect to the Territory. This paragraph shall not be enacted into law.

2.15 The Agreement may be, from time to time, amended or modified in the manner provided in the Agreement, or in the absence of such provision, with the consent of all the Parties. Whenever for the purposes of, or pursuant to, the Agreement, unless otherwise expressly specified, consent is required in order to amend or modify any of the terms and conditions of the Agreement, such consent may be given on behalf of the Native people by the interested Native parties. **Amendmer**

2.16 The Agreement shall, within four months from the date of execution, and in a manner satisfactory to Canada, be submitted to the Inuit and the Crees for purposes of consultation and confirmation. The Transitional Measures provided for herein and the provisions of Sub Sections 25.5 and 25.6 shall take effect only from the time of such confirmation but retroactive to the date of the execution of the Agreement. **Confirmati**

2.17 Canada and Québec shall recommend that legislative effect be given to the Agreement by Parliament and the National Assembly, subject to the terms of the Agreement and the legislative jurisdiction of Parliament and the National Assembly. **Jurisdictio**

2.18 The other provisions of this Agreement are set forth in the Sections attached hereto dealing with various subject matters, which Sections form part of this Agreement.

Section 3 Eligibility

3.1 Definitions

For the purposes of this Section, the following words and terms shall be defined as follows:

3.1.1 "Cree community" is a group consisting of all members of a Cree band, within the meaning of the Indian Act, in the Territory, as well as all other persons who are entitled to be enrolled as beneficiaries hereunder who are recognized by such band as belonging to such group.

3.1.2 "Inuit community" is one of the existing Inuit communities at George River, Fort Chimo, Leaf Bay, Aupaluk, Payne Bay, Koartak, Wakeham Bay, Sugluk, Ivujivik, Akulivik (Cape Smith), Povungnituk, Inukjuak, Great Whale River, Fort George, future Inuit communities recognized as such by Québec, and Port Burwell for the specific purposes mentioned in the Agreement.

3.1.3 "Indian Act" is an Act respecting Indians, 1970, R.S.C., c. I-6 as amended.

3.1.4 "Minor" is an unmarried male or female person who has not yet attained the age of eighteen (18).

3.1.5 "Recognition by a community" includes, in the case of the Crees, a resolution approved by a majority of the members of the band council, and in the case of the Inuit a resolution approved by a majority of the board of directors of an Inuit community corporation as defined in Section 7 of the Agreement or, until such corporation is established, the existing Inuit community council.

3.1.6 "Adoption" is the adoption of a child who has not reached the age of majority at the time of the adoption, which adoption was effected pursuant to the laws relating to adoption in any of the provinces of Canada or pursuant to the customs of the Native people in the Territory.

3.1.7 "Secretary General" is the secretary general of the Registre de la Population du Québec.

3.2 Eligibility

3.2.1 A person shall be entitled to be enrolled as a beneficiary under the Agreement and be entitled to benefit therefrom if on November 15, 1974, he or she was:

a) under the Indian Act, a member or a person entitled to be a member of one of the eight Cree Indian bands of Québec, now designated as Waswanipi, Mistassini, Old Factory, Fort George, Eastmain, Rupert House, Nemaska and Great Whale River, or

b) a person of Cree ancestry ordinarily resident in the Territory, or

c) a person of Cree or Indian ancestry who is recognized by one of the Cree communities as having been on such date a member thereof, or

d) the adopted child of a person mentioned in sub-paragraphs a), b) or c).

3.2.2 On or after November 16, 1974, a person is entitled to be enrolled as a beneficiary under the Agreement and entitled to benefit therefrom as a member of one of the Cree communities if he or she is:

a) a person who is a legitimate or illegitimate descendant in the male or female line of a person entitled to be enrolled pursuant to paragraphs 3.2.1 or 3.2.3;

b) the adopted child of a person described in paragraph 3.2.1 or sub-paragraph 3.2.2 a) provided such child is a minor at the time of the adoption.

3.2.3 After six months following the posting of the official lists referred to in sub-paragraph 3.3.6 b), a Cree community may, from time to time, at its discretion, direct the Secretary General to enroll as a beneficiary under the Agreement and as a person entitled to benefit therefrom a person who is of Cree ancestry provided such person:

a) was born in the Territory, or

b) is ordinarily resident in the Territory, and

c) he or she would have been entitled to be enrolled with his or her descendants pursuant to paragraphs 3.2.1 or 3.2.2 but through inadvertence or otherwise, was omitted from the official lists of beneficiaries prepared in accordance with paragraph 3.3.6.

The provisions of this paragraph shall not prevent any person omitted from the official lists of beneficiaries prepared in accordance with paragraph 3.3.6 from exercising his right to appeal pursuant to Sub-Section 3.4.

3.2.4 A person shall be entitled to be enrolled as a beneficiary under the Agreement and be entitled to benefit therefrom if on November 15, 1974 he or she was:

a) a person of Inuit ancestry who was born in Québec or is ordinarily resident in Québec or, if not ordinarily resident in the Territory, is recognized as a member thereof, by one of the Inuit communities, or

b) a person of Inuit ancestry who is recognized by one of the Inuit communities as having been on such date a member thereof, or

c) the adopted child of a person described in sub-paragraphs a) or b).

3.2.5 On or after November 16, 1974, a person is entitled to be enrolled as a beneficiary under the Agreement and entitled to benefit therefrom, if he or she is:

a) a person who is a legitimate or illegitimate descendant in the male or female line of a person entitled to be enrolled pursuant to paragraphs 3.2.4 or 3.2.6;

b) the adopted child of a person described in paragraph 3.2.4 or sub-paragraph 3.2.5 a) provided such child is a minor at the time of the adoption;

c) the lawful spouse of a person described in paragraph 3.2.4 or sub-paragraphs 3.2.5 a) or b) or paragraph 3.2.6.

3.2.6 After six months following the posting of the official lists referred to in sub-paragraph 3.3.6 b), an Inuit community may, from time to time, at its discretion, direct the Secretary General to enroll as a beneficiary under the Agreement and as a person entitled to benefit therefrom a person who is of Inuit ancestry provided such person:

a) was born in Québec, or

b) is ordinarily resident in the Territory, and

c) he or she would have been entitled to be enrolled with his or her descendants pursuant to paragraphs 3.2.4 or 3.2.5 but, through inadvertence or otherwise, was omitted from the official lists of beneficiaries prepared in accordance with paragraph 3.3.6.

The provisions of this paragraph shall not prevent any person omitted from the official lists of beneficiaries prepared in accordance with paragraph 3.3.6 from exercising his right to appeal pursuant to Sub-Section 3.4.

3.2.7 In the event a person mentioned in paragraphs 3.2.1 to 3.2.6 inclusive of this Sub-Section is absent from the Territory during ten continuous years and is domiciled outside the Territory, such person shall not be entitled to exercise his rights or receive benefits under the Agreement. Upon such person re-establishing his domicile in the Territory, the right of such person to exercise his rights or to receive benefits under the Agreement shall revive.

3.2.8 A person who is entitled to be enrolled on both the Cree and Inuit lists, in accordance with the criteria set out in paragraphs 3.2.1 or 3.2.4 shall on or before a day fixed by the Enrollment Commission declare the list on which he or she wishes to be enrolled, and failing to so declare, the Enrollment Commission shall decide the list on which that person shall be enrolled.

3.2.9 Without restricting the generality of the foregoing and notwithstanding any other provision in this Section, a person shall not be enrolled on more than one list. Upon attaining the age of majority, a person entitled to be enrolled on both the Cree and Inuit lists shall notify the Secretary General as to the list on which he or she wishes to be enrolled, and failing to do so, the Secretary General shall decide the list on which that person shall be enrolled.

3.3 Enrollment

3.3.1 Upon the execution of the Agreement, each Cree and Inuit community shall establish a Local Enrollment Committee comprised of three (3) resident members nominated by the council of the respective Cree band or Inuit community corporation and appointed by the Enrollment Commission. The Local Enrollment Committee shall cease to exist simultaneously with the cessation of the Enrollment Commission pursuant to paragraph 3.3.10.

3.3.2 A Local Enrollment Committee shall have the following duties and functions:

a) to publicize and provide information in respect of the enrollment process to members of the Cree and Inuit communities;

b) to supply application forms to any person wishing to apply for enrollment;

c) to receive completed applications for enrollment;

d) to prepare a list of all persons who in its opinion are entitled to be enrolled in accordance with the criteria set out in paragraphs 3.2.1 to 3.2.9 inclusive;

e) to certify and to forward the list to the Enrollment Commission on or before the date fixed by the latter;

f) to prepare a list of the names of all applicants who have been refused enrollment and forward that list together with all relevant information and documentation to the Enrollment Commission;

g) to forward to the Enrollment Commission applications which in its opinion should be considered by another Local Enrollment Committee.

3.3.3 Upon the execution of the Agreement, an Enrollment Commission shall be established comprised of:

a) a person appointed by the Grand Council of the Crees (of Québec) or its successor;

b) a person appointed by the Northern Quebec Inuit Association;

c) a person appointed by Québec;

d) a person appointed by Canada;

e) a person chosen by the four members mentioned above but in the event that they are unable to agree on a choice, such person shall be appointed by Québec.

3.3.4 A chairman shall be elected by the members from among themselves.

3.3.5 A majority of the members constitutes a quorum of the Commission.

3.3.6

a) The Enrollment Commission shall be responsible for the preparation of the official lists of persons entitled to be enrolled in accordance with the criteria set out in paragraphs 3.2.1, 3.2.4, 3.5.4 and 3.5.5.

b) On or before November 1, 1977, the Enrollment Commission shall publish the official lists and shall forward a copy thereof to the councils, or their successors, of the respective Cree bands and Inuit communities and shall cause a copy thereof to be posted in a place in the community where notices are ordinarily displayed.

3.3.7 The Enrollment Commission shall have the following powers:

a) to determine the place and dates of such meetings as it deems necessary;

b) to fix the date for receiving the lists referred to in paragraph 3.3.2;

c) to establish its own procedures and standards of evidence;

d) to authorize the expenditure of such funds as may be allocated to it for the purpose of carrying out its functions and responsibilities.

3.3.8 The Enrollment Commission shall have the following duties and functions:

a) to assist the Local Enrollment Committees in carrying out their functions and responsibilities;

b) to prepare and provide such information and forms as may be necessary to enable the Local Enrollment Committee to conduct the enrollment;

c) to refer to the appropriate Local Enrollment Committee those applications for enrollment which are submitted directly to the Enrollment Commission by individual applicants and those applications which were made to the inappropriate Local Enrollment Committee;

d) to review the lists of names submitted by the Local Enrollment Committee pursuant to sub-paragraphs 3.3.2 d), e) and f) and add thereto or delete therefrom the names of persons who may or may not be entitled to be enrolled in accordance with the criteria set out in Sub-Section 3.2;

e) to prepare, certify, publish and advertise the official lists;

f) to notify the Local Enrollment Committee of the names of all persons who have been added to or deleted from the lists prepared by the Local Enrollment Committee;

g) to notify each applicant whose name has not been put on the official lists and to notify each person whose name has been added to or deleted from the lists submitted by the Local Enrollment Committee and to inform that applicant or person of the reason for the Commission's decision and of his or her right to appeal.

3.3.9 Where it appears to the Enrollment Commission that a Local Enrollment Committee is not able to carry out the duties and functions provided by paragraph 3.3.2 by the date fixed by the Commission, the Commission may exercise any or all of the duties and responsibilities of the Local Enrollment Committee.

3.3.10 Within one month of the publication and posting of the official lists, or of the notifications mentioned in sub-paragraph 3.3.8 g) whichever is the later, the Enrollment Commission shall deposit with the Secretary General and the Minister of Indian Affairs and Northern Development a copy of the official lists, and all its official records and documents shall be deposited with the Secretary General and the said Commission shall thereafter cease to exist.

3.4 Appeals

3.4.1 Within six months after the posting of the official lists of beneficiaries in accordance with sub-paragraph 3.3.6 b) an appeal shall lie to the Québec Native Appeal Board in respect to the omission, inclusion, exclusion or deletion of the name of a person to or from such lists.

3.4.2 Within six months after the notification by the Secretary General that the name of a person has been added to or deleted from the Cree or Inuit Registers by the Secretary General or within six months after the notification by the Secretary General of his refusal to include the name of a person

on the Cree or Inuit Registers, an appeal shall lie to the Québec Native Appeal Board in respect thereto.

3.4.3 Only one appeal may be made to the Québec Native Appeal Board pursuant to paragraphs 3.4.1 or 3.4.2.

3.4.4 The following persons may appeal to the Québec Native Appeal Board pursuant to paragraphs 3.4.1 or 3.4.2:

a) a person whose name was omitted from, included in, excluded or deleted from the lists;

b) a person whose name was added to or deleted from the Québec Register;

c) a person whose application was refused by the Secretary General;

d) the Council (or its successor) of one of the Cree bands or Inuit communities.

3.4.5 A Native Appeal Board shall be established by Québec to hear and determine appeals pursuant to paragraphs 3.4.1 to 3.4.4 inclusive. This Board shall be called the "Quebec Native Appeal Board" and shall consist of a judge of the Provincial Court of Québec.

3.4.6 The Minister of Indian Affairs and Northern Development shall be notified by the Secretary General of all appeals under this Sub-Section and shall have the right to intervene on his own behalf, or, at the request of the appellant, on the appellant's behalf, in any such appeal presented to the Québec Native Appeal Board.

3.5 Registration of Beneficiaries

3.5.1 A Cree Register and an Inuit Register shall be maintained by Québec in which shall be recorded the names of the persons entitled to be enrolled in accordance with this Section. In the case of the Crees, the Cree Register shall contain the community lists mentioned in Sub-Section 3.5.4.

3.5.2 The Québec Cree and Inuit Registers shall indicate the date on which each name is added thereto or deleted therefrom.

3.5.3. The Secretary General may at any time add to or delete from the Registers the name of any person who, in accordance with the provisions of this Section, is entitled or not entitled to have his name included in the Registers.

3.5.4.

a) A person entitled to be enrolled as a Cree under Sub-Section 3.2 hereof shall also be enrolled in a Cree community by enrollment on a Cree community list which shall be established for each community.

b) A person shall not be enrolled in more than one Cree community at a time.

c) A person shall be enrolled in the community in respect of which he or she is presently registered under the Indian Act if he or she is registered as a band member. If he or she is not a band member he or she shall be enrolled in the Cree community in which he or she has been granted affiliation pursuant to sub-paragraphs 3.2.1 b), c), d), paragraph 3.2.2 or paragraph 3.2.3 and failing this, in the Cree community in which one of his or her parents is enrolled. The choice of such Cree community in the latter case shall be at the option of the person having the custody in law or in fact of such person, if minor, or at his option if he or she has attained the age of 18.

d) A person born of parents who are members of two different Cree communities shall be enrolled in his or her father's Cree community. Upon attaining the age of majority, such person shall have the right to be enrolled in either Cree community and shall notify the Secretary General as to the Cree community in which he or she wishes to be enrolled and, failing to do so, he or she shall remain a member of the father's Cree community.

e) A Cree marrying a member of another Cree community may retain membership in his or her Cree community of origin.

f) A person who is enrolled in one of the Cree communities may be admitted as a member of another Cree community with the consent of the latter Cree community. The decision shall be made by a majority of the members of the community who are present at a community meeting called for said purpose and such decison shall be reported in a council resolution and forwarded to the local registry officer.

g) A qualified Cree person within the community shall be appointed as the local registry officer by Québec.

h) Each local registry officer shall keep and maintain the Cree community list and he shall forthwith notify the Secretary General of all changes in the Cree community list necessitating changes in the Cree Register.

i) Each local registry officer may, in addition, be appointed for the registration of acts of civil status and vital statistics in accordance with the appropriate Québec laws.

3.5.5

a) The official lists published by the Enrollment Commission and the Inuit Register maintained by Québec shall, in the case of persons whose names are entered or recorded thereon pursuant to paragraphs 3.2.4, 3.2.5 and 3.2.6, indicate in every case the Inuit community to which such persons are affiliated.

b) A person eligible pursuant to paragraphs 3.2.4, 3.2.5 or 3.2.6 shall be affiliated

i) to the Inuit community in which he or she is accepted for enrollment by the Enrollment Commission;

ii) after the Enrollment Commission has ceased to exist, to the Inuit Community in which he or she is accepted for enrollment pursuant to paragraphs 3.2.6 or 3.5.3 or

iii) to the Inuit community to which one of his or her parents is affiliated, subject to sub-paragraphs c) and d) below.

c) A person eligible pursuant to paragraphs 3.2.4, 3.2.5 or 3.2.6 shall not be affiliated to more than one Inuit community at any given time.

d) A person born of parents who are affiliated to different Inuit communities shall be deemed affiliated to his or her father's community. Upon attaining the age of majority, such person shall have the right to be enrolled in either community and shall notify the Secretary General as to the community in which he or she wishes to be enrolled and, failing to do so, he or she shall remain a member of the father's community.

e) Whenever two persons affiliated to different Inuit communities marry they shall retain affiliation to their respective Inuit communities of origin.

f) A person who is affiliated to one Inuit community may become affiliated to another Inuit community with the consent of the latter community. Such consent shall be given in the form of a resolution approved by a majority of the members of the board of directors of the Inuit community corporation of the latter Inuit community present at a meeting called for the purpose. Such resolution shall be forwarded forthwith to the local registry officer.
Notwithstanding the foregoing, a person eligible pursuant to paragraphs 3.2.4, 3.2.5 or 3.2.6 who has attained the age of majority and who has established permanent residence in an Inuit community for at least three years shall be entitled to be affiliated as of right to such community. This right shall extend to the spouse and minor unmarried children of such person.

g) An Inuk person in each Inuit community shall be appointed as the local registry officer by the Secretary General.

h) Each local registry officer shall keep and maintain the Inuit community list and he shall forthwith notify the Secretary General of all changes in the Inuit community list necessitating changes in the Inuit Register.

i) Each local registry officer may, in addition, be appointed for the registration of acts of civil status and vital statistics in accordance with the general laws of Québec.

3.6 Costs

3.6.1 Canada and Québec shall each pay half of the total amount of expenses incurred for the initial enrollment.

3.7 Amendment

The provisions of this Section may only be amended with the consent of Québec, Canada and the interested Native party.

In the case of inconsistency between the French and English texts, the French text will have priority in both the preliminary and final territorial descriptions.

The English system of measures is used to indicate distances in the following descriptions.

The distances and the areas delimited by the following descriptions are approximate.

It is understood that the following territorial descriptions for Category I lands are preliminary in the sense that they will be defined precisely within a period of approximately three (3) years by a written and cartographic description based upon technical surveys on the ground and upon cartography at a scale of 1:50,000 or larger.

The preliminary territorial descriptions hereto attached as Annex 1 to this Section only describe external limits and do not take into account enclaves of Category III lands which may exist within Category I and II lands.

Category IA lands are those lands in the description of Category I lands which do not fall within the description of Category IB and IB special lands.

It is understood that the areas of certain enclaves of Category III lands within Category I and II lands may be excluded from the areas calculated for Category I and II lands with the mutual consent of the James Bay Crees, Québec and, in the case of Category IA lands, Canada.

Unless otherwise provided in the following preliminary territorial descriptions, when 50% or more of the area of a lake falls within the description of Category I or II lands, the lake is to be considered Category I or II and its area is to be included in the calculation of areas for Category I or II land, as the case may be.

The areas of Category IB lands in the following descriptions include sixty three decimal three tenths square miles (63.3 sq. m.) for the non-status Crees of James Bay and seventeen decimal four tenths square miles (17.4 sq. m.) for the Inuit of Fort George.

It is understood that the James Bay Crees shall have a right to the land areas indicated at the end of the territorial description for each community, totalling two thousand one hundred and forty point six square miles (2,140.6 sq. m.) for Category I lands, of which one thousand two hundred and seventy four square miles (1,274 sq.m.) shall be Category IA. Similarly, the James Bay Crees shall have a right to twenty four thousand eight hundred and ninety-nine square miles (24,899 sq. m.) of Category II lands south of the 55th parallel north.

The Inuit of Fort George shall have a right to seventeen point four square miles (17.4 sq. m.) of Category IB lands and two hundred and thirty one square miles (231 sq. m.) of Category II lands. However, the preliminary territorial description for Fort George in the following text includes the above-mentioned land allocations for the Inuit of Fort George, it being understood that the delimitations may be modified subsequently with the mutual consent of the Crees, the Inuit, Québec, and, if necessary, Canada, to take into account land selection by the Inuit of Fort George.

The preliminary territorial descriptions for Category I and II lands have been accepted by all the parties to this agreement. However, the parties have agreed that the descriptions may be modified subsequently with the mutual consent of the parties to take into account such modifications as may be agreed to by the parties, and to ensure that the territorial descriptions correspond to the land areas provided herein for Category I and II lands.

Such modifications will take into account the precision of existing cartographic and survey techniques.

Revised territorial descriptions for Category I lands must be agreed upon prior to the commencement of ground survey, and the revised territorial descriptions for Category II lands shall be authoritative.

The portions of the La Grande, Eastmain and Rupert rivers bounded to the north by Category IB special and to the south by Category IA form part of Category II lands. Rivers, and islands within rivers, situated within Category II lands form part of Category II lands. Waterbodies, and islands within such waterbodies, which fall within Category I lands form part of Category I lands. In front of Category I and II lands, the intertidal zone forms part of Category II and is included in the calculation of land areas for Category II. In front of Category III lands, the intertidal zone is Category III. Unless otherwise agreed upon, the two hundred foot (200 feet) corridors described in the territorial descriptions between the high water mark of major waterbodies and the limits of Category I lands form part of Category II lands.

1. Fort Rupert

1.1 *Category I*

A territory situated south of Rupert River and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows:

"Commencing at the point of intersection of the line south of the forebay of Dam R2 and of meridian 78° 29′ west; in a direction due south, up to the point of intersection of latitude 51° 18′ 30″ north; in a direction due west, a distance of forty-seven thousand feet (47 000 ft.) ; in a direction due south, a straight line up to the point of intersection of a line situated two hundred feet (200 ft.) north of the north shore of the Nottaway River; in a general direction northwest, north and northeast, a line parallel to the high-water mark of the Nottaway River and Rupert Bay and situated two hundred feet (200 ft.) away from the latter towards the hinterland, up to a point situated one mile (1 mi.) to the southwest of the centre of Fort Rupert's community; in a direction northwest, a distance of two hundred feet (200 ft.) up to the point of intersection of the high-water mark of Rupert River; in a general direction northeast and east, the high-water mark of Rupert River on a distance of two miles (2 mi.); in a direction south, a distance of two hundred feet (200 ft.); in a general direction east, a parallel line and two hundred feet (200 ft.) away towards the hinterland from the high-water mark of the south shore of Rupert River up to the tailwater of Dam R1; in a direction south, a straight line up to the point of intersection of the southern limit of the forebay of the aforesaid dam; in a general direction southeast, the southern limit of the forebay of the aforesaid dam up to the tailwater of Dam R2; in a direction southwest, a straight line up to the point of intersection of the line southern limit of forebay of Dam R2; in a general direction southeast, the forebay limit of the dam referred to above up to the point of commencement."

1.2 *Special Category IB*

A territory situated north of Rupert River and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows:

"Commencing at the point of intersection of meridian 78° 43′ west with a line situated at two hundred feet (200 ft.) north of the high-water mark of the north shore of Rupert River; in a direction due north, a distance of twenty-three thousand feet (23 000 ft.); in a direction due west, a straight line up to the point of intersection of a line situated two hundred feet (200 ft.) away, towards the hinterland, from the high-water mark of Rupert Bay; in a general direction south and east, a line parallel to the high-water mark of Rupert Bay and of Rupert River and two hundred feet (200 ft.) away from the latter towards the hinterland up to the point of commencement."

These territories in Categories I and IB Special cover an area of three hundred and three square miles (303 sq.mi.) including the six square miles (6 sq.mi.) for the non-status Crees.

1.3 *Category IB*

Category IB lands cover an area of eighty-nine point six square miles (89.6 sq.mi.), and are situated south of the Broadback River; the boundary north is close to latitude 51° 16′ approximately; the east, south and west boundaries are the boundaries outlined in the territorial description of Category I lands mentioned above; this area excludes the twenty-four decimal three square miles (24.3 sq.mi.) of Special Category IB lands situated north of Rupert River.

1.4 *Category II*

A territory comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows:

"Commencing at the point of intersection of meridian 78° 43′ west with the high-water mark of the north shore of Rupert River; in a direction due north, a distance of twenty-three thousand two hundred feet (23 200 ft.); in a direction due west, a straight line up to the point of intersection of the low-water mark of the coast of Rupert Bay; in a direction generally northeast, the said low water mark up to the point of latitude 51° 40′ north; in a direction due east, a straight line up to the point of intersection of meridian 78° 45′ west; in a direction due south, a distance of one thousand feet (1 000 ft.); in a direction due east, a straight line up to the point of intersection of a line parallel to the LG 2 - Matagami Road and situated four miles (4 mi.) west of the latter; in a general direction south and southwest, the said line to the point of intersection with the north shore of the Broadback River the said north shore of the Broadback River up to the point of latitude 51° 08′ north; in a direction due west, a distance of twenty-one thousand feet (21 000 ft.); in a direction due south, a distance of thirty-seven thousand feet (37 000 ft.); in a direction due west, a straight line up to the intersection point of meridian 78° 00′ west; in a direction due south, a distance of one hundred and sixty thousand feet (160 000 ft.); in a direction due west, a straight line up to the point of intersection of meridian 78° 52′ 30″ west; in a direction due north, an estimated distance of one hundred and forty thousand feet (140 000 ft.), namely, up to the intersection of the high-water mark of the south shore of the Missisicabi River; in a general direction west-northwest, the high-water mark of the north shore of the said river up to the point of intersection of meridian 79 ° 17′ west; in a direction due north, a straight line up to the intersection of the high-water mark of the east shore of the Novide River at the point where it empties in Cabbage Willows Bay; in a general direction northeast, east and south, following the eastern shore of the Novide River, the low-water mark of the south shore of Cabbage Willows Bay and the low-water mark of the south shore of Rupert Bay and the Nottaway River up

to the point of intersection of latitude 51° 21′ north; in a direction due east, a straight line up to the point of intersection of a line parallel to the high-water mark of the east shore of the Nottaway River and two hundred feet (200 ft.) away from the latter towards the hinterland; in a general direction southeast, a line parallel to the high-water mark of the northeast shore of the Nottaway River and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the point of intersection of the meridian situated forty-seven thousand feet (47 000 ft.) west of meridian 78° 29′ west; northward, up to the point of intersection of latitude 51° 18′ 30″ north; in a direction due east, a distance of forty-seven thousand feet (47 000 ft.); in a direction due north, a straight line up to the point of intersection of the southern boundary of the forebay of Dam R2; in a general direction northwest, the southwest boundary of the forebay of the aforesaid dam, the southwest boundary of the tailwater of the aforesaid dam, the southwest boundary of the forebay of Dam R1, the southwest boundary of the tailwater of the aforesaid dam, a line parallel to the high-water mark of the south shore of Rupert River, and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the point of intersection of meridian 78° 43′ west; in a direction due north, a straight line up to the point of commencement."

The strip of land between a line parallel to and distant two hundred feet (200 ft.) from the high water mark of the south bank of the Rupert River and the forebay limits described in the preceding description of Category I lands will be Category I until the decision is taken to proceed with the construction of the works of the NBR complex at this location.

The portion of the Broadback River situated within Category I lands and a corridor of two hundred feet (200 ft.) on each side of the river measured from the high water mark will be Category II.

This territory of Category II covers an area of three thousand nine hundred and forty-seven square miles (3 947 sq.mi.).

2. Eastmain

2.1 *Category I*

A territory situated to the south of the Eastmain River and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows:

"Commencing at the point of intersection of a line parallel to the high-water mark of James Bay and two hundred feet (200 ft.) away from the latter towards the hinterland, with latitude 52° 09′ 20″ north; in a general direction north and east, the said line situated on the mainland, parallel to the high-water mark of James Bay and, then, of the south shore of the Eastmain River up to a point situated one mile (1 mi.) from the centre of the Eastmain community; in a direction north a distance of two hundred feet (200 ft.) up to the point of intersection of the high-water mark of the Eastmain River; in a general direction east, the high-water mark of the

Eastmain River on a distance of 2 miles (2 mi.); in a direction south, a distance of two hundred feet (200 ft.); in a general direction east, a line parallel to the high-water mark of the Eastmain River and two hundred feet (200 ft.) away from the latter towards the hinterland up to the point of intersection of meridian 77° 55′ 30″ west; in a direction due south, a straight line up to the point of latitude 52° 04′ 20″ north; in a direction due west, a distance of fifty-five thousand feet (55 000 ft.); in a direction due north, a straight line up to the point of latitude 52° 09′ 20″ north; in a direction due west, a straght line up to the point of commencement."

2.2 *Special Category IB*

A territory situated to the north of the Eastmain River and comprising all the land delimited by the geometrical segments, topographical features and other limits, as follows:

"Commencing at the point of intersection of a line parallel to the high-water mark of the north shore of the Eastmain River and two hundred feet (200 ft.) from the latter towards the hinterland, and of meridian 78° 23′ west; in a direction due north, a distance of twelve thousand five hundred feet (12 500 ft.); in a direction north 49° 00′ west, a distance of twenty-four thousand five hundred feet (24 500 ft.); in a direction due west, a straight line up to the point of intersection of a line parallel to the high-water mark of James Bay and two hundred feet (200 ft.) away from the latter towards the hinterland; in a general direction southwest, south and east, the said line parallel to the high-water mark of James Bay and of the north shore of the Eastmain River up to the point of commencement."

These Categories I and IB Special lands cover an area of one hundred and eighty-nine square miles (189 sq.mi.).

2.3 *Category IB*

These Category IB lands comprise an area of one hundred and four decimal thirty-four square miles (104.34 sq.mi.) and are situated in the south part of Category I lands, as described above; the north boundary of this territory is a straight line close to parallel 52° 11′ north; the boundaries east, south and west are the boundaries described in the territorial description of Category I lands already mentioned; this area excludes the twenty-four decimal nine square miles (24.9 sq.mi.) of Category IB Special lands situated north of Eastmain River.

2.4 *Category II*

A territory, situated to the north and south of the Eastmain River and comprising all the land delimited by the geometrical segments, topographical features and other limits, as follows:

"Commencing at the point of intersection of the high-water mark of the north shore of the Eastmain River with meridian 78° 23′ west; in a

direction due north, a distance of twelve thousand five hundred feet (12 500 ft.); in a direction north 49° 00′ west, a distance of twenty-four thousand five hundred feet (24 500 ft.); in a direction due west, a straight line up to the point of intersection of the low-water mark of James Bay; in a general direction north, the said low-water mark of James Bay to the point of latitude 52° 29′ 40″ north; in a direction due east, a distance of approximately ninety thousand feet (90 000 ft.), namely, up to the point of intersection of the high-water mark of the southwest extremity of an unnamed lake the geocentrical coordinates of which are 78° 05′ west and 52° 30′ north; in a general direction north, east and south, the said high-water mark up to the point of latitude 52° 30′ north; in a direction due east, a distance of approximately one hundred and thirty thousand feet (130 000 ft.), namely, up to the meridian 77° 28′ 40″ west; in a direction due south, a distance of approximately six thousand feet (6 000 ft.), namely, up to the point of intersection of the high-water mark of Duxbury Lake; the said high-water mark up to a point of intersection of a line parallel to the Matagami - LG 2 Road and four miles (4 mi.) away from the latter towards the west; (Lake Duxbury being excluded from the territory presently described); in a general direction southeast, south and southwest, the said line parallel to the Matagami - LG 2 Road and four miles (4 mi.) away from the latter towards the west up to the point of parallel 51° 58′ 40″ north; in a direction due west, a distance of approximately one hundred and seventy thousand feet (170 000 ft.), namely, up to the point situated at a distance of fifty-five thouand feet (55 000 ft.), west of meridian 77° 55′ 30 ″ west; in a direction due north a straight line up to the point of latitude 52° 04′ 20″ north; in a direction due east, an approximate distance of fifty-five thousand feet (55 000 ft.); in a direction due north, a straight line up to the point of intersection of a line situated at two hundred feet (200 ft.) south of the high-water mark of the south shore of the Eastmain River; in a general direction west, the said line situated two hundred feet (200 ft.) south of the high-water mark of the south shore of the Eastmain River up to the point of intersection of meridian 78° 23′ west; in a direction due north, a straight line up to the point of commencement."

This territory of Category II covers an area of one thousand three hundred and eighty-four square miles (1 384 sq.mi.).

Nouveau Comptoir (Paint Hills, Wemindji)

3.1 *Category I*

A territory situated northwest of the Sabascunica River and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows:

"Commencing at the point of intersection of a line parallel to the high-water mark of the north shore of the Sabascunica River and two hundred feet (200 ft.) away from the latter towards the hinterland, with meridian 78° 31′ 20″ west; in a direction due north, a distance of forty

thousand feet (40 000 ft.); in a direction due west, a straight line up to the point of intersection of a line parallel to the high-water mark of James Bay and two hundred feet (200 ft.) away from the latter towards the hinterland; in a general direction south, southeast, southwest and southeast, the said line parallel to the high-water mark of James Bay and Paint Hills Bay and two hundred feet (200 ft.) away from the latter towards the hinterland, up to a point situated two hundred feet (200 ft.) from the mouth of the Sabascunica River; in a general direction north and northeast, a line parallel to the high-water mark of the northwest shore of the Sabascunica River and two hundred feet (200 ft.) away from the latter towards the hinterland up to the point of commencement."

This territory of Category I covers an area of one hundred and ninety-eight square miles (198 sq. mi.).

3.2 *Category IB*

Category IB lands cover an area of seventy-one decimal nine square miles (71.9 sq.mi.) and are situated in the south and east part of Category I lands described above; the north boundary of this territory is a straight line the coordinates of which are approximately 78° 31′ 20″ west and 53° 00′ north initially; in a direction due west, a distance of thirty thousand feet (30 000 ft.); in a direction due south, a distance of fifteen thousand feet (15 000 ft.); in a direction due west, a distance of approximately twenty-eight thousand feet (28 000 ft.) up to a point situated two hundred feet (200 ft.) east of the high-water mark of James Bay; the boundaries east, south and west are the boundaries outlined in the territorial description of Category I described above.

3.3 *Category II*

A territory comprising all the land delimited by the geometrical segments, topographical features and other limits, as follows:

"Commencing at the point of intersection of the high-water mark of the north shore of the Sabascunica River with meridian 78° 31′ 20″ west; in a direction due north, a distance of forty thousand two hundred feet (40 200 ft.); in a direction due west, a distance of forty-three thousand feet (43 000 ft.); in a direction due north, a distance of seventy-five thousand feet (75 000 ft.); in a direction due east, a distance of ninety-four thousand feet (94 000 ft.); in a direction due north 75° 00′ east, a distance of one hundred thousand feet (100 000 ft.); in a direction due east, a straight line up to the point of intersection of a line parallel to the Matagami - LG 2 Road and four miles (4 mi.) away from the latter towards the west; in a general direction south, the said line parallel to the Matagami - LG 2 Road and four miles (4 mi.) away from the latter towards the west and skirting westerly, following the high-water mark of the west shore of an unnamed lake, the geocentrical coordinates of which are 77° 36′ west and 53° 21″ north, and the west shore of Lake Yasinski and Lake McNab, the said line up to a point of latitude 52° 33′ north; in a direction due west, a straight line of

approximately two hundred and thirty-five thousand feet (235 000 ft.) up to the point of intersection of meridian 78° 30′ west; in a direction due north, a distance of twenty-two thousand feet (22 000 ft.); in a direction due west, a straight line up to the point of intersection of the high-water mark of the south shore of the Vieux Comptoir River; in a general direction due west, the said high-water mark of the south shore of the Vieux Comptoir River up to the point of latitude 52° 35′ 40″ north; in a direction due west, a straight line up to the point of intersection of the low-water mark of James Bay; in a general direction north, the said low-water mark of James Bay and Moar Bay up to a point situated on a line parallel to the north and northwest shore of the Sabascunica River and two hundred feet (200 ft.) away from the latter inland; the said line to the point of intersection with meridian 78° 31′ 20″ west, namely, to the point of commencement."

This territory of Category II covers an area of two thousand six hundred and thirty-four square miles (2 634 sq.mi.).

4. Fort George

4.1 *Category I*

A territory situated south of La Grande River and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows:

"Commencing at the point of intersection of latitude 53° 34′ north and of the line parallel to the high-water mark of James Bay and two hundred feet (200 ft.) away from the latter, towards the hinterland, at the east extremity of Dead Duck Bay; in a direction due south 64° 30′ east, a distance of twenty-one thousand two hundred feet (21 200 ft.); in a direction due east, a distance of one hundred and thirty thousand feet (130 000 ft.); in a direction due north up to two hundred feet (200 ft.) away from the high-water mark of La Grande River; in a general direction west and northwest, the said line parallel to the high-water mark of the south shore of La Grande River and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the mouth of La Grande River; in a general direction south and east, a line parallel to the high-water mark of James Bay and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the point of commencement."

Moreover, this territory includes Fort George Island (Ile du Gouverneur) within the high-water mark of the La Grande River.

4.2 *Special Category IB*

A territory situated on the north shore of La Grande River and comprising all the land delimited by the goemetrical segments, topographical features and other boundaries, as follows:

"Commencing at the point of intersection of meridian 78° 54′ west with a line parallel to the high-water mark of the north shore of La Grande

River and two hundred feet (200 ft.) away from the latter towards the hinterland; in a direction due north, a distance of twenty-nine thousand feet (29 000 ft.); in a direction due west, a straight line up to the point of intersection of a line parallel to the high-water mark of James Bay (Goose Bay) and two hundred feet (200 ft.) away from the latter towards the hinterland; in a general direction west and south, a line parallel to the high-water mark of James Bay and two hundred feet (200 ft.) away from the latter towards the hinterland; in a general direction east and southeast, a line parallel to the high-water mark of the north shore of La Grande River and two hundred feet (200 ft.) away from the latter towards the hinterland up to the point of commencement."

These territories of Categories I and IB Special cover an area of five hundred and twenty-three square miles (523 sq. mi.), including an area of thirty-one square miles (31 sq.mi.) for the non-status Crees.

4.3 *Category IB*

Cateogory IB lands cover an area of one hundred and eighty-five decimal ninety-five square miles (185.95 sq.mi.)and are situated in the part east and south of Category I lands described above; the northern limit of Category IB lands west of meridian 78° 21′ west is approximately latitude 53° 36′ north; the west boundary is delimited approximately by meridian 78° 21′ west; the northern boundary bordering the La Grande and the east, south and west limits are the limits described in the above territorial description of Category I lands.

4.4 *Category II*

A territory extending north and south of La Grande River and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows:

"Commencing at the point of intersection of latitude 53° 33′ 40″ north and of the low-water mark of James Bay southwest of Dead Duck Bay; in a direction due south 41° 30′ east, a distance of seventy-four thousand feet (74 000 ft.); in a direction due south, a distance of eight thousand feet (8 000 ft.); in a direction due east, an approximate distance of one hundred and forty thousand feet (140 000 ft.) up to the intersection of meridian 78 ° 12′ west; in a direction due north, a distance of one hundred and fifty-two thousand feet (152 000 ft.); in a direction due east, a distance of forty-three thousand feet (43 000 ft.); in a direction due north, a distance of seventeen thousand feet (17 000 ft.); in a direction due east, an approximative distance of sixty-three thousand feet (63 000 ft.), namely, up to a point situated four miles (4 mi.) from the projected road; in a general direction north, a line parallel to the projected road and four miles (4 mi.) away from the latter towards the west, a distance of about twenty thousand feet (20 000 ft.); in a direction due east of approximately one hundred and sixty thousand feet (160 000 ft.); in a direction due north 45° 00′ east, a distance of approximately one hundred thousand feet (100 000 ft.); in a direction

due north, a distance of approximately one hundred and ninety thousand feet (190 000 ft.); in a direction due west, a distance of approximately two hundred and thirty-six thousand feet (236 000 ft.); in a direction due north, a distance of approximately ninety-one thousand feet (91 000 ft.); namely up to latitude 54° 54′ 10″ north; in a direction due west, a distance of approximately two hundred thousand feet (200 000 ft.), namely, up to meridian 78° 42′ west; in a direction due south 60° 30′ west, a distance of approximately one hundred and sixty thousand feet (160 000 ft.); in a direction due south, approximately one hundred and six thousand feet (106 000 ft.), namely, to latitude 54° 24′ 30″ north; in a direction due west, a straight line up to the point of intersection of the low-water mark of James Bay (Roggan River); in a general direction southeast and south, the low-water line of James Bay to the extension to the west of the north limit of special Category IB lands described above; thereafter, following the north and east limits of special Category IB lands, and the north, east and south limits of Category I lands described above and the extension towards the low water mark of Dead Duck Bay; in a direction generally southwest and northwest, following the low-water mark of Dead Duck Bay up to the point of commencement."

It is understood by the parties that an eight mile corridor (8 mi.) will be chosen within Category II lands to extend the Matagami - LG 2 Road in order to reach Poste-de-la-Baleine; this corridor shall become Category III and the area of these lands shall be replaced by an equal area and situated to the east of the said Category II lands.

The above Category II lands cover an area of six thousand three hundred and five square miles (6 305 sq.mi.).

It is understood that the north boundary of Category II lands could be modified by common agreement to follow the shore south of the Vauquelin River as well as the south shore of Roggan River.

5. Mistassini

5.1 *Category I*

A territory situated to the south and east of Lake Mistassini and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows:

5.1.1 *Part One*

This territory includes one part of the O'Sullivan, Plamondon, La Vallière and Duquet Townships.

"Commencing at the point of intersection of a line situated two hundred feet (200 ft.) south of the high-water mark of the baie du Poste and of a line parallel to the east exterior line of O'Sullivan Township and fifteen thousand feet (15 000 ft.) away from the latter towards the west; in a direction due south, a distance of fifteen thousand five hundred feet (15

500 ft.); in a direction due west, a distance of twenty-five thousand eight hundred feet (25 800 ft.); in a direction north 73° 30′ west, a distance of fifty-nine thousand five hundred feet (59 500 ft.); in a direction due north, a straight line of approximately seven thousand feet (7 000 ft.), namely, up to the point of intersection of a line situated two hundred feet (200 ft.) from the high-water mark of the southeast shore of the Pénicouane Bay; in a general direction due northeast, the said line parallel to the high-water mark and two hundred feet (200 ft.) away from the latter towards the hinterland, a long the Pénicouane Bay and the Mistassini Lake up to an approxmate latitude of 50° 41′ north; in a general direction south, a line parallel to the high-water mark of the west shore of Abatagouche Bay and of the baie du Poste and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the point of commencement."

5.1.2 *Part Two*

This territory comprises part of the Duquet Township and some non-organized territory.

"Commencing at the point of intersection of the east exterior line of the Duquet Township with a line situated towards the hinterland, two hundred feet (200 ft.) away from the high-water mark of the north shore of the baie du Poste, approximately five thousand feet (5 000 ft.) away from the prolongation towards the east of the south exterior line of the Duquet Township; in a general direction north and northwest, a line up to a point one mile (1 mi.) southeast of the center of the village of Mistassini; southwest, a distance of two hundred feet (200 ft.) to the high water mark of baie du Poste; the said high water mark of baie du Poste and its continuation northwards to a point one mile (1 mi.) north of the village of Mistassini; southeast, a distance of two hundred feet (200 ft.) to the point of intersection with a line parallel to and distant inland two hundred feet (200 ft.) from the high water mark of baie du Poste and of Abatagouche Bay; in a general direction northeast, the said line to latitude 50° 28′ north approximately; in a general direction south and southeast, a line parallel to the high-water mark of Abatagouche Bay and of its prolongation towards the south, and two hundred feet (200 ft.)away from the latter towards the hinterland, up to the point of intersection of the east exterior line of the Duquet Township; in a direction south, the said east exterior line of the Duquet Township up to the point of commencement."

5.1.3 *Part Three*

This territory includes part of the Townships of McOuat, de Guyon, de Péré, de Dorval, de Saint-Simon and some non-organized territory.

"Commencing on the south exterior line of the McOuat Township at the point situated seven thousand three hundred feet (7 300 ft.) east of the west exterior line of the McOuat Township; in a direction due north 21 ° 00′ east, a distance of twenty-four thousand feet (24 000 ft.); in a direction due north 65° 00′ east, a straight line of approximately sixteen thousand

feet (16 000 ft.), namely, up to the point of intersection of the Chibougamau – Lake Albanel Road and five hundred feet (500 ft.) away from the latter towards the west; in a general direction northeast, the said line parallel to the Chibougamau - Lake Albanel Road and five hundred feet (500 ft.) away from the latter towards the west, a distance of approximately one hundred and twelve thousand feet (112 000 ft.), namely up to latitude 50° 41′ 30″; in a direction north 67° 00′ west, a distance of approximatly thirty-five thousand feet (35 000 ft.), namely, up to the intersection of a line parallel to the high-water mark of Lake Albanel and two hundred feet (200 ft.) away from the latter towards the hinterland; in a general direction southwest and northeast, while following a bay of Lake Albanel, following a line parallel to the high-water mark of Lake Albanel and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the intersection of the prolongation towards the northwest of the line mentioned immediately before; in the same direction north 67° 00′ west, a distance of approximately three thousand feet (3 000 ft.), namely, up to the intersection of a line parallel to the high-water mark of Lake Albanel and two hundred feet (200 ft.) away from the latter towards the hinterland; in a general direction southwest and northeast, following a bay of Lake Albanel, a line parallel to the high-water mark of Lake Albanel and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the intersection of the prolongation towards the northwest of the line mentioned immediately before; in the same direction due north 67° 00′ west, a distance of approximately nineteen thousand feet (19 000 ft.), namely, up to the point of intersection of a line parallel to the high-water mark of Lake Mistassini and two hundred feet (200 ft.) away from the latter towards the hinterland; in a general direction southwest and north, winding round a bay of Lake Mistassini, following a line parallel to the high-water mark of Lake Mistassini and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the point of intersection of the prolongation towards the northwest of the line mentioned immediately before; in the same direction due north 67° 00′ west, by crossing the Georges-Côté Peninsula, up to the point of intersection of a line parallel to a high-water mark of Lake Mistassini and two hundred feet (200 ft.) away from the latter towards the hinterland; in a general direction southwest and south, a line parallel to the high-water mark of Lake Mistassini and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the point of intersection of the south exterior line of the McOuat Township; towards the east, following the said south exterior line of the McOuat Township, a distance of approximately five hundred feet (500 ft.), namely, up to the point of intersection of a line parallel to the high-water mark of Lake Mistassini and two hundred feet (200 ft.) away from the latter towards the hinterland; in a general direction northeast and south, following a bay at the mouth of the Chalifour River, a line parallel to the high-water mark of the said bay and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the point of intersection of the south exterior line of the McOuat Township; in a direction east, following the south exterior line of the McOuat Township, up to the point of commencement."

These Category I lands cover an area of five hundred and thirty-three square miles (533 sq. mi.), including fifteen square miles (15 sq. mi.) for the non-status Crees.

5.2 *Category IB*

5.2.1 *Part One*

"Commencing at the point of intersection of a line situated two hundred feet (200 ft.) south of the high-water mark of the baie du Poste and of a line parallel to the east exterior line of O'Sullivan Township and fifteen thousand feet (15 000 ft.) towards the west; in a direction due south, a distance of fifteen thousand feet (15 000 ft.); in a direction due west a distance of twenty-five thousand eight hundred feet (25 800 ft.); in a direction north 73° 30′ west, a distance of fifty-nine thousand five hundred feet (59 500 ft.); in a direction due north, a straight line of approximately seven thousand feet (7 000 ft.), namely, up to the point of intersection of a line situated two hundred feet (200 ft.) from the high-water mark of the southeast shore of Pénicouane Bay; in a general direction northeast, the said line parallel to the high-water mark of two hundred feet (200 ft.) away from the latter towards the hinterland, along Pénicouane Bay and Lake Mistassini up to an approximate latitude of 50° 29′ north, in a general direction southeast, up to the intersection of Pipounichouane River; in a direction due east, an approximate distance of eight thousand five hundred feet (8 500 ft.), up to a line parallel to the baie du Poste and two hundred feet (200 ft.) away towards the hinterland; in a general direction south along the said line parallel to the shore, up to the point of commencement."

5.2.2 *Part Two*

"A point situated at the intersection of a line situated five hundred feet (500 ft.) west of the Chibougamau – Lake Albanel Road and parallel to the latter with the parallel of latitude 50° 41′ 30″ north; in a direction north 67 ° 00′ west, a distance of approximately thirty-five thousand feet (35 000 ft.), namely, up to the intersection of a line parallel to the high-water mark of Lake Albanel and two hundred feet (200 ft.) towards the hinterland; in a general direction southwest, an approximate distance of thirteen thousand feet (13 000 ft.); in a direction south 67° 00′ east, an approximate distance of thirty-five thousand feet (35 000 ft.), up to the intersection of the line parallel to the Chibougamau – Lake Albanel Road and five hundred feet (500 ft.) from the latter; along this line towards the northeast up to the point of commencement."

These Category IB lands cover an area of two hundred and three decimal fourteen square miles (203.14 sq. mi.).

5.3 *Category II*

A territory situated west, north and east of Lake Mistassini and comprising all the land delimited by the geometrical segments, topographical features and other limits, as follows:

5.3.1 *Part One*

"Commencing at a point of latitude 50° 16′ 30″ north situated on the high-water mark of the west shore of the Pénicouane Bay; in a direction due north 10° 00′ west, a distance of eighty-five thousand feet (85 000 ft.); in a direction due east, a distance of thirteen thousand feet (13 000 ft.); in a direction due north, a distance of one hundred and twenty-one thousand feet (121 000 ft.); in a direction due east, a distance of thirty thousand feet (30 000 ft.); in a direction due north, a distance of one hundred and twenty thousand feet (120 000 ft.); in a direction due west, a distance of eighty-three thousand feet (83 000 ft.); in a direction due north, a distance of one hundred and seventy-four thousand feet (174 000 ft.); in a direction due east, a distance of seventy-nine thousand feet (79 000 ft.); in a direction due north, a distance of approximately one hundred and ten thousand feet (110 000 ft.), namely, up to the point of intersection of the high-water mark of the south shore of the Eastmain River on the north side of Le Veneur Island; in a general direction east, following the south shore of the Eastmain River up to meridian 73° 00′ west; in a direction due north 78° 00′ east, a distance of one hundred and eight thousand feet (108 000 ft.); in a direction due south 32° 00′ east, a distance of seventeen thousand feet (17 000 ft.); in a direction due south 55° 00′ west, a distance of sixty-three thousand feet (63 000 ft.); in a direction due south, a distance of twenty-six thousand feet (26 000 ft.); in a direction due south 73° 00′ east, a distance of fifty-eight thousand feet (58 000 ft.); in a direction due south 21° 00′ east, a distance of one hundred and fourteen thousand feet (114 000 ft.); in a direction due south, a distance of fifty-nine thousand feet (59,000 ft.); in a direction due east, a distance of sixty-four thousand feet (64 000 ft.); in a direction due south, a distance of approximately one hundred and nineteen thousand feet (119 000 ft.), to the point of intersection with the height of land between Lake Saint-Jean and Lake Mistassini draining basins; in a general direction southwest, the said height of land up to meridian 72° 29′ 20″ west; in a direction due north, a distance of ninety-two thousand feet (92 000 ft.); in a direction due west, a distance of twenty-nine thousand feet (29 000 ft.); in a direction due north, a distance of approximately eighty thousand feet (80 000 ft.), namely, up to the intersection of the high-water mark of the south shore of Lake Albanel, at its eastern extremity; in a general direction west and southwest, the said high-water mark of the northwest shore of Lake Albanel, up to the point of intersection of a line parallel to the outlet river of Lake Albanel and one half mile (½ mi.) away from the latter towards the northeast; in a general direction northwest, a line parallel to the outlet river of Lake Albanel and one half mile (½ mi.) away from the latter towards the northeast, up to the

point of intersection of the high-water mark of Lake Mistassini; in a general direction northeast, west and southwest, the high-water mark of Lake Mistassini up to the point of commencement."

5.3.2 *Part Two*

A territory situated southeast of Lake Albanel and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows:

"Commencing at a point of latitude 50° 41′ 30″ north, on a line parallel to the Chibougamau – Lake Albanel Road, five hundred feet (500 ft.) away from the latter towards the northwest; in a direction north 67° 00′ west, a distance of approximately thirty-five thousand feet (35 000 ft.), namely, up to the intersection of the high-water mark of Lake Albanel; in a general direction northeast, the high-water mark of Lake Albanel up to the point of intersection of the east exterior line of Saint-Simon Township; in a direction due north 66° 45′ east, a distance of approximately forty-two thousand feet (42 000 ft.), namely, up to the point of intersection of a line parallel to the Chibougamau – Lake Albanel Road and five hundred feet (500 ft.) away from the latter towards the west; in a general direction south and southwest, the said line parallel to the Chibougamau – Lake Albanel Road and five hundred feet (500 ft.) away from the latter towards the west, up to the point of commencement."

5.3.3 *Part Three*

"Commencing at the northeast corner of the Category I lands situated between Lake Albanel and Lake Mistassini, namely, at the point of intersection of the parallel of latitude 50° 44′ north approximately with a line situated two hundred feet (200 ft.) west of the high water mark of the northwest shore of Lake Albanel; in a direction south 67° 00′ east, a distance of two hundred feet (200 ft.); in a general direction northeast, the high-water mark of Lake Albanel up to the point of intersection of a line parallel to the outlet river of Lake Albanel and one half mile (½ mi.) away from the latter towards the southwest; in a general direction northwest, the said line parallel to the outlet river of Lake Albanel and one half mile (½ mi.) away from the latter towards the southwest, up to the point of intersection of the high-water mark of Lake Mistassini; in a general direction southwest, the high-water mark of Lake Mistassini up to the northwest corner of the northeast limit of Category I land of Mistassini; in a direction south 67° 00′ east, a distance of approximately six thousand feet (6 000 ft.), namely, up to the point of intersection of a line parallel to the high-water mark of the bay situated east of Georges-Côté Peninsula and two hundred feet (200 ft.) from the latter towards the hinterland; in a general direction southwest and northeast, the said line parallel to the high-water mark of the bay situated east of Georges-Côté Peninsula and two hundred feet (200 ft.) from the latter towards the hinterland, up to the intersection of the prolongation towards the southeast of the line immediately men-

tioned before; in the same direction south 67° 00′ east, an approximate distance of nineteen thousand feet (19 000 ft.), namely, up to the point of commencement."

5.3.4 *Part Four*

"Commencing at the point of latitude 50° 15′ north, situated at the eastern limit of the right-of-way of the Chibougamau-Lake Albanel Road in a general direction northeast, a distance of approximately two hundred thousand feet (200 000 ft.), namely, up to a point of latitude 50° 42′ 20″ north; in a direction due east, to the height of land between Lake Saint-Jean and Lake Mistassini; in a general direction southwest, the said height of land line up to a point of latitude 50° 15′ north; in a direction due west, a distance of approximately twenty-eight thousand feet (28 000 ft.), namely, up to the point of commencement."

5.3.5 *Part Five*

The baie du Poste, delimited at its northern extremity by latitude 50° 25′ north.

5.3.6 *Part Six*

A portion of Abatagouche Bay, delimited at its northern extremity by latitude 50° 25′ 30″ north and, at its eastern extremity, by meridian 73° 46′ 30″ west.

5.3.7 *Part Seven*

The islands situated in Lake Mistassini south of latitude 51° 00′ north and those islands of which the greatest part is situated south of this parallel of latitude.

5.4 *Generalities*

These Category II lands cover an area of six thousand eight hundred and ninety-six square miles (6 896 sq. mi.).

The selection of Category II lands east of the road Chibougamau – Lake Albanel is subject to the following conditions:

1) A corridor required for the installation of power-lines for the Ferchibal Project and measuring three hundred and fifty feet (350 ft.) will cross Category II lands outlined above.

2) A corridor to allow for railroad right-of-way for the Ferchibal Project and measuring two hundred feet (200 ft.) will cross Category II lands outlined above.

3) A corridor to allow for the transportation of mineral ore via a pipeline and measuring two hundred feet (200 ft.) will cross Category II lands outlined above.

This power line, railroad, and pipeline may be built on Category II lands in the same manner as if similar works were to be conducted on Category III lands.

Furthermore, no compensation or indemnity, as provided for in Section 5 of this Agreement, may be claimed by the Mistassini Band in respect to these works.

The corridor of five hundred feet (500 ft.) between the eastern limit of Category I lands and the Chibougamau – Lake Albanel road will be Category II.

6. Waswanipi

6.1 *Category I*

6.1.1 *Part One*

A territory situated partly in the Gand and Kreighoff Townships and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows:

"Commencing at a point situated at the northeast extremity of the bridge which spans the Waswanipi River, at the southeast limit of the right-of-way of the Senneterre – Chibougamau Road; in a general direction northeast, the eastern limit of the right-of-way of the Senneterre – Chibougamau Road, a distance of one mile (1 mi.); in a direction south 45 ° 00′ east, a distance of five hundred feet (500 ft.); in a general direction northeast, following a line parallel to the Senneterre – Chibougamau Road and five hundred feet (500 ft.) away from the latter towards the southeast, a distance of thirty-one thousand feet (31 000 ft.); in a direction due south 45° 00′ east, a distance of approximately thirteen thousand feet (13 000 ft), namely, up to the intersection of a line parallel to elevation 930 or to the high-water mark of the north shore of the Chibougamau River and two hundred feet (200 ft.) away from the latter towards the hinterland; in a general direction south, southwest, the said line parallel to elevation 930 or to the high-water mark of the north shore of the Chibougamau River and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the intersection point of the central line of the Gand Township; in a direction due south 20° 00′ west, a distance of approximately eight thousand feet (8 000 ft.), namely, up to the intersection of a line parallel to elevation 930 or to the high-water mark of the north shore of the Opawica River and two hundred feet (200 ft.) away from the latter towards the hinterland, up to its intersection with the south shore of the Chibougamau River and, thence, up to the point of commencement."

The river-bed of that part of the Chibougamau River which is comprised within the perimeter described above, and the firm land up to a line parallel to elevation 930 or to the high-water mark of each shore and two

hundred feet (200 ft.) away from the latter towards the hinterland, is part of Category II lands.

6.1.2 *Part Two*

A territory made up of part of the Ailly, Bellin, La Rouvillière, Boyvinet, Montalembert, Gand, Kreighoff, Branssat, Daine and La Ribourde Townships and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows:

"Commencing at a point situated in the southwest corner of the La Rouvillière Township; in a direction north, following the west exterior line of the La Rouvillière Township, a distance of thirteen thousand feet (13 000 ft.); in a direction due east, a distance of approximately one hundred and five thousand feet (105 000 ft.), namely, up to the point of intersection of the west exterior line of the Kreighoff Township; in a direction north, the west exterior line of the Kreighoff and Branssat Townships a distance of forty-eight thousand feet (48 000 ft.); in a direction due east, a distance of approximately fifty-two thousand feet (52 000 ft.), namely, up to the point of intersection of the east exterior line of the Branssat Township; in a direction south, the east exterior line of the Branssat and Kreighoff Townships up to the point of intersection of a line parallel to the Senneterre - Chibougamau Road and five hundred feet (500 ft.) away from the latter towards the north; in a general direction southwest, the said line parallel to the Senneterre – Chibougamau Road and five hundred feet (500 ft.) away from the latter towards the north up to the point of intersection of a line parallel to elevation 930 of the south shore of the Waswanipi River and two hundred feet (200 ft.) away from the latter, plus one mile (1 mi.), namely, five thousand four hundred and eighty feet (5 480 ft.); in a direction due north 75° 00′ west, a distance of seventeen thousand five hundred feet (17 500 ft.); in a direction due west, a distance of approximately seventy-eight thousand feet (78 000 ft.), namely, up to meridian 76° 22′ 30″ west; in a direction due south 29° 00′ west, a distance of approximately thirty-two thousand feet (32 000 ft.), namely, up to the intersection of a line parallel to the high-water mark of the north shore of Lake Waswanipi and two hundred feet (200 ft.) away from the latter towards the hinterland; in a general direction northwest, the said parallel to the high-water mark of Lake Waswanipi up to its junction with the line parallel to the high-water mark of Lake Waswanipi and of the left shore (east) of the east arm of the Waswanipi River and two hundred feet (200 ft.) away from the latter towards the hinterland, up to meridian 76° 27′ 30″ west; in a direction north 32° 30′ west, a distance of approximately three thousand two hundred feet (3 200 ft.), namely, up to a line parallel to the high-water mark of the right shore (east) of the west arm of the Waswanipi River and two hundred feet (200 ft.) away from the latter towards the hinterland; in a general direction west and north, the said line parallel to the high-water mark of the right shore (east) of the west arm of the Waswanipi River up to a point of intersection of a line situated six thousand five hundred feet (6 500 ft.) to the south of the north exterior line of the Ailly Township; in a direction due east, the said line situated six thousand five hundred feet (6 500 ft.) south

of the north exterior line of the Ailly Township, up to the east exterior boundary of the Ailly Township; in a direction due north, the said line of the east exterior boundary of the Ailly Township up to the point of commencement."

Note: The entire area of the perimeter described precedingly, situated below elevation 930, is part of Category II lands. However, within that portion of Category II lands, only those activities which precede development and the development activities as such are allowed, and only if they are in relation with the NBR Project. Furthermore, if the SEBJ and/or Hydro-Québec decide not to proceed with the realization of the NBR Project, it shall be possible to consider this land as part of Category I lands providing that a parcel of land of an equal area from Category I land be withdrawn from the lands described in paragraphs 6.1.1 and 6.1.2. If the SEBJ and/or Hydro-Québec decide upon a lower elevation than elevation 930, the land comprised between this elevation and elevation 930, shall become part of Category I lands providing that a parcel of land of an equal area from Category I land be withdrawn from the lands described in paragraphs 6.1.1 and 6.1.2.

These lands of Category I cover an area of two hundred and thirty-one square miles (231 sq.mi.), including an area of ten square miles (10 sq.mi.) for the non-status Crees.

6.2 *Category IB*

Category IB lands cover an area of ninety decimal one square miles (90.1 sq.mi.) and are situated in the north and northwest portion of Category I lands described above; the south and east boundaries of the territory are defined by the elevation 930 north of the Waswanipi River up to the point of intersection with parallel 49° 43′ north, up to its intersection with meridian 75° 57′ west; thence, in a direction due north, a distance of approximately five thousand feet (5 000 ft.); in a direction due east, a distance of approximately six thousand feet (6 000 ft.), up to the intersection with meridian 75° 55′ 30″ west approximately; in a direction due north, a distance of approximately sixty thousand feet (60 000 ft).; the north and west boundaries are the boundaries outlined in the territorial description of Category I lands mentioned above.

6.3 *Category II*

6.3.1 *Part One*

A territory made up of part of the Kreighoff, La Ribourde, La Roncière and Gand Townships and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows:

"Commencing at a point situated five hundred feet (500 ft.) to the south of the Senneterre – Chibougamau Road and five thousand feet (5 000 ft.) east of the east exterior line of the Kreighoff Township; in a direction due south, a distance of fifty-nine thousand feet (59 000 ft.); in

a direction south 84° 30′ west, a distance of approximately fifty-eight thousand feet (58 000 ft.), namely, up to the point of intersection of a line parallel to the Senneterre – Chibougamau Road and five hundred feet (500 ft.) away from the latter towards the east; in a general direction north, the said line parallel to the Senneterre – Chibougamau Road and five hundred feet (500 ft.) away from the latter towards the east up to the point of intersection of a line parallel to elevation 930 of the south shore of the Waswanipi River and two hundred feet (200 ft.) away from the latter towards the hinterland; in a direction due east, a line approximately two thousand feet (2 000 ft.), namely, up to the intersection of a line parallel to elevation 930 or to the high-water mark of the right shore (east) of the Opawica River and two hundred feet (200 ft.) away from the latter towards the hinterland; in a general direction south and southeast, the said line parallel to elevation 930 or to the high-water mark of the right shore (east) of the Opawica River and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the point of intersection of the central line of the Gand Township; in a direction due north 20° 00′ east, a distance of approximately eight thousand feet (8 000 ft.), namely, up to the intersection of a line parallel to elevation 930 or to the high-water mark of the north shore of the Chibougamau River and two hundred feet (200 ft.) away from the latter towards the hinterland; in a general direction northeast, the said line parallel to elevation 930 or to the high-water mark of the north shore of the Chibougamau River and two hundred feet (200 ft.) away from the latter towards the hinterland, approximately up to latitude 49° 44′ north; in a direction due north 45° 00′ west, a distance of approximately thirteen thousand feet (13 000 ft.), namely, up to the intersection of a line parallel to the Senneterre – Chibougamau Road and five hundred feet (500 ft.) away from the latter towards the southeast; in a general direction northeast, the said line parallel to the Senneterre – Chibougamau Road and five hundred feet (500 ft.) away from the latter towards the southeast, up to the point of commencement."

6.3.2 *Part Two*

A territory comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows:

"Commencing at the point of intersection of a line parallel to elevation 930 on the south shore of the Waswanipi River and two hundred feet (200 ft.) away from the latter, plus one mile (1 mi.), namely, five thousand four hundred and eighty feet (5 480 ft.) away from the latter towards the south and of a line parallel to the Senneterre – Chibougamau Road and five hundred feet (500 ft.) away from the latter towards the west; in a direction due north 75° 00′ west, a distance of seventeen thousand five hundred feet (17 500 ft.); in a direction due west, a distance of approximately seventy-eight thousand feet (78 000 ft.), namely, up to meridian 76° 22′ 30″ west; in a direction due south 29° 00′ west, a distance of approximately thirty-two thousand feet (32 000 ft.), namely, up to the intersection of a line parallel to the high-water mark of the north shore of Lake Waswanipi and

two hundred feet (200 ft.) away from the latter towards the hinterland; in a general direction northwest, the said line parallel to the high-water mark of Lake Waswanipi up to its junction with a line parallel to the high-water mark of Lake Waswanipi and of the left shore (east) of the east arm of the Waswanipi River and two hundred feet (200 ft.) away from the latter towards the hinterland, up to meridian 76° 27′ 30″ west; in a direction north 32° 30′ west, a distance of approximately three thousand two hundred feet (3 200 ft.), namely, up to a line parallel to the high-water mark of the right shore (east) of the west arm of the Waswanipi River and two hundred feet (200 ft.) away from the latter towards the hinterland; in a general direction west and north, the said line parallel to the high-water mark of the right shore (east) of the west arm of the Waswanipi River up to a point of intersection of a line situated six thousand five hundred feet (6 500 ft.) to the south of the north exterior line of the Ailly Township; in a direction due east, the said line situated six thousand five hundred feet (6 500 ft.) to the south of the north exterior line of the Ailly Township, up to the east exterior boundary of the Ailly Township; in a direction due north, the said line of the east exterior boundary of the Ailly Township up to the southwest corner of the La Rouvillière Township; in a direction north, following the west exterior line of the La Rouvillière Township, a distance of ten thousand five hundred feet (10 500 ft.); in a direction due east, a distance of approximately one hundred and five thousand feet (105 000 ft.), namely, up to the point of intersection of the west exterior line of the Kreighoff Township; in a direction north, the west exterior line of the Kreighoff and Branssat Townships a distance of forty-eight thousand feet (48 000 ft.); in a direction due east, a distance of approximately fifty-two thousand feet (52 000 ft.), namely, up to the point of intersection of the east exterior line of the Branssat Township; in a direction due north, a distance of two hundred and fifty-two thousand feet (252 000 ft.); in a direction north 63 ° 00′ west, a distance of approximately one hundred thousand feet (100 000 ft.), namely, up to the point of intersection with the south shore of the Broadback River; in a general direction west and southwest, the south shore of the Broadback River and of Lake Quénonisca up to its southwest extremity, namely, a latitude 50° 21′ north; in a direction due south, a distance of approximately forty thousand feet (40 000 ft.), namely, up to the point of intersection of the high-water mark of the west shore of Lake Poncheville (Lady Beatrix); in a general direction southwest, northeast and east, the said high-water mark of Lake Poncheville (Lady Beatrix) up to the intersection of the east exterior line of the Descombes Township; in a direction south 70° 00′ east, a straight line up to the point of intersection of the high-water mark of the west shore of Lake Chensagi; in a general direction south, the high-water mark of the west shore of Lake and River Chensagi and of Lake Maicasagi up to a point of latitude 49° 55′ 30″ north; in a direction due south, a straight line up to the point of intersection of the high-water mark of the east shore of Lac-au-Goéland; in a general direction south and east, the high-water mark of the east shore of Lac-au-Goéland and of the north shore of Waswanipi River up to a point situated twenty-five thousand feet (25 000 ft.) east of the west exterior line of the

Ailly Township; in a direction due south, a straight line up to the point of intersection of the south exterior line of the Ailly Township; in a direction east, the south exterior line of the Ailly Township up to the high-water mark of the west shore of the North-West Bay of Waswanipi Lake; in a general direction southeast, northeast and southeast, the high-water mark of the south shore of the North-West Bay of Waswanipi Lake, up to the point of intersection of the south exterior line of the Bellin Township; in a direction due east, the south exterior line of the Bellin and Boyvinet Townships up to the point of intersection of a line parallel to the Senneterre – Chibougamau Road and five hundred feet (500 ft.) away from the latter towards the west; in a general direction northeast, a line parallel to the Senneterre – Chibougamau Road and five hundred feet (500 ft.) away from the latter towards the west, up to the point of commencement."

On the island where the former Waswanipi Post was located, only these activities which precede development and the development activities as such shall be allowed, and only if they are in relation to the NBR Project.

These Category II lands cover an area of two thousand nine hundred and forty-nine square miles (2 949 sq. mi.).

7. Nemiscau

7.1 *Category I*

A territory situated west of Lake Champion and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows:

"Commencing at the point of intersection of a line parallel to the high-water mark of the west shore of Lake Champion and two hundred feet (200 ft.) away from the latter towards the west and with a line parallel to the Némiscau Road and five hundred feet (500 ft.) away from the latter towards the north; in a general direction west, a line parallel to the Némiscau Road and five hundred feet (500 ft.) away from the latter towards the north, a distance of twenty-four thousand feet (24 000 ft.); in a direction due north, a straight line up to the point of intersection of a line parallel to the high-water mark of the east shore of a lake and two hundred feet (200 ft.) away from the latter towards the hinterland, the geocentrical coordinates of the said lake being approximately 51° 39′ north and 76° 28′ west; in a general direction north, west and northeast, the said line parallel to the high-water mark of the east shore of the lake mentioned immediately before and two hundred feet (200 ft.) away from the latter towards the hinterland, up to its northeast extremity, a point of latitude 51 ° 40′ 40″ north; in a direction due north 38° 00′ east, a distance of approximately ten thousand feet (10 000 ft.), namely, up to the point of intersection of a line parallel to the high-water mark of the south shore of a lake and two hundred feet (200 ft.) away from the latter towards the hinterland, the geocentrical coordinates of which lake being approximately 51° 42′

40″ north and 76° 24′ 20″ west; in a general direction northeast, a line parallel to the high-water mark of the east shore of the lake mentioned immediately before and two hundred feet (200 ft.) away from the latter towards the hinterland, up to a point of latitude 51° 43′ north; in a direction due north 38° 00′ east, a distance of eighteen thousand five hundred feet (18 500 ft.); in a direction due east, a distance of approximately twenty-two thousand feet (22 000 ft.), namely, up to the point of intersection of a line parallel to the high-water mark of the west shore of Lake Champion and two hundred feet (200 ft.) away from the latter towards the hinterland; in a general direction south, a line parallel to the high-water mark of the west shore of Lake Champion and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the point of commencement."

This territory of Category I covers an area of fifty-nine square miles (59 sq. mi.).

7.2 *Category IB*

Category IB lands cover an area of twenty-one decimal four square miles (21.4 sq.mi.) and are situated in the north part of Category I lands described above; the south boundary of this territory is a straight line close to parallel 50° 42′ north so as to circumscribe the area mentioned above; the boundaries east, north and west are the boundaries outlined in the territorial description of Category I lands mentioned above.

7.3 *Category II*

A territory comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows:

"Commencing at a point situated twenty-four thousand two hundred feet (24 200 ft.) west of the high-water mark of the west shore of Lake Champion on a line parallel to the high-water mark of the east shore of a lake and two hundred feet (200 ft.) away from the latter towards the east, the geocentrical coordinates of the said lake being approximately 51° 39 ′ north and 76° 28′ west; in a general direction north, west and northeast, the said line parallel to the high-water mark of the east shore of the lake mentioned immediately above and two hundred feet (200 ft.) away from the latter towards the east up to its extremity northeast at a point of latitude 51° 40′ 40″ north; in a direction due north 38° 00′ east, a distance of approximately ten thousand feet (10,000 ft.), namely, up to the point of intersection of a line parallel to the high-water mark of the south shore of a lake two hundred feet (200 ft.) away from the latter towards the hinterland, the geocentrical coordinates of the said lake being approximately 51 ° 42′ 40″ north and 76° 24′ 20″ west; in a general direction northeast, a line parallel to the high-water mark of the east shore of the lake mentioned immediately above and two hundred feet (200 ft.) away from the latter towards the hinterland, up to a point of latitude 51° 43′ north; in a direction due north 38° 00′ east, a distance of eighteen thousand five hundred feet (18 500 ft.); in a direction due east, a distance of approximately twenty-two

thousand feet (22 000 ft.), namely, up to the point of intersection of a line parallel to the high-water mark of the west shore of Lake Champion and two hundred feet (200 ft.) away from the latter towards the hinterland; in a general direction south, a line parallel to the high-water mark of the west shore of Lake Champion and two hundred feet (200 ft.) away from the latter towards the west, up to a line parallel to the Némiscau Road and five hundred feet (500 ft.) away from the latter towards the north; in a general direction east, a line parallel to the Némiscau Road and five hundred feet (500 ft.) away from the latter towards the north, up to the point of intersection of the high-water mark of the east shore of Lake Champion; in a general direction north, the high-water mark of the east shore of Lake Champion up to the point of intersection of a line parallel to the Némiscau Road and one mile (1 mi.) away from the latter towards the north; in a general direction northeast, a line parallel to the Némiscau Road and one mile (1 mi.) away from the latter towards the north, a distance of forty-seven thousand feet (47 000 ft.); in a direction due north, a distance of approximately fourteen thousand feet (14 000 ft.), up to latitude 51° 44′ north; in a direction east, a distance of approximately fifty-eight thousand feet (58 000 ft.), namely, up to meridian 75° 50′ 40″ west; in a direction south, a distance of approximately twelve thousand feet (12 000 ft.); in a direction due east, a distance of ninety-seven thousand feet (97 000 ft.); in a direction due north, a distance of ninety-four thousand feet (94 000 ft.); in a direction due west, a distance of one hundred and seventy-one thousand feet (171 000 ft.); in a direction due south, a distance of forty-four thousand feet (44 000 ft.); in a direction due west, a distance of approximately twenty-one thousand feet (21 000 ft.), namely, up to the point of intersection of the high-water mark of the south shore of the Pontax River; in a general direction southwest, the high-water mark of the south shore of the Pontax River up to meridian 76° 33′ 35″ west; in a direction due south 58° 33′ 35″ west, a distance of sixty-three thousand feet (63 000 ft.); in a direction due south, a straight line of approximately sixteen thousand feet (16 000 ft.), namely, up to the intersection point of a line parallel to the Némiscau Road and one mile (1 mi.) away from the latter towards the north; in a general direction east, a line parallel to the Némiscau Road and one mile (1 mi.) away from the latter towards the north up to the point of intersection of the high-water mark of a lake the approximative geocentrical coordinates of which are 51° 38′ north and 76° 28′ west; in a general direction east, the high-water mark of the lake mentioned immediately above, up to the point of commencement."

These Category II lands occupy an area of seven hundred eighty-four square miles (784 sq. mi.).

7.4

The selection of Categories I and II lands, in the Region of the Némiscau Post, is subject to the following conditions:

1) At least ninety (90) persons of the Némiscau Band, within a one (1) year delay after signing the final agreement, will have to formally pledge themselves to permanently settle on Category I lands, as described above.

2) Within a five (5) year delay from the date on which the final agreement is signed, it must be established that the permanent residence of not less than ninety (90) members of the Némiscau Band is effective on Category I lands, as described above.

Should one or another of these conditions not be adhered to, Categories I and II lands, set aside in the Némiscau Region, shall have to be redistributed in the Mistassini and Fort Rupert Regions proportionally to the number of members of the Némiscau Band living there.

7.5

Moreover, the selection of lands of Categories I and II is subject to the following restrictions:

1) Four (4) power-line corridors, each carrying seven hundred and thirty-five KV (735 KV), and each measuring five hundred and fifty feet (550 ft.), shall eventually cross Category II lands, as outlined above.

2) One (1) power-line corridor, carrying three hundred and thirty-five KV (335 KV), and measuring three hundred and fifty feet (350 ft.) shall eventually cross Category II lands, as outlined above.

It shall be possible to build these power-lines on Category II lands in the same manner as if similar works were being conducted on Category III lands.

Furthermore, no compensation or indemnity, as provided for in Section 5 of this Agreement, may be claimed by the Némiscau Band in respect to these works.

7.6

It shall be possible for the parties to replace the east portion of Category II lands, with an estimated area of approximately five hundred and fifty square miles (550 sq. mi.), south of the access road of the proposed sub-station around Lake Némiscau including Lake Némiscau.

It is understood that all the activities related to the preliminary works and the construction works as such, whether they are designed to develop or upkeep the NBR Complex in the portion of Category II lands described in the preceding paragraphs may be undertaken in this territory as if this territory was part of Category III.

8. Great Whale River

8.1 *The Community of Great Whale River*

8.1.1 Approximately six square miles (6 sq. mi.) of land shall be allocated for the community of Great Whale River for "municipal" purposes in and near the present village of Great Whale River, in conformity with map identification number 12 (B) of Schedule 1 of Section 6.

8.1.2 Within the said six square miles (6 sq. mi.), the Crees shall select approximately two point zero square miles (2.0 sq. mi.) as Category IA lands, and the Inuit of Great Whale River shall select approximately three point two square miles (3.2 sq. mi.) as Category I. The remaining zero point eight square miles (0.8 sq. mi.) includes lands held in full ownership, streets and the airstrip and such lands shall remain Category III lands.

8.1.3 Such Category IA lands for the Crees and Category I lands for the Inuit shall be allocated in such a way as to take into account existing and future housing needs of both Cree and Inuit members of the community. In general, the Cree Category IA lands shall include areas of Cree housing and the portion of the above six square miles lying along the Great Whale River and inland; the Inuit Category I lands shall include areas of Inuit housing, taking into account Cree housing needs, and the coast.

8.1.4 The parties to the Agreement agree to negotiate, forthwith upon the execution of the Agreement, for the purpose of determining the appropriate administrative structure which would permit both the Crees and the Inuit of Great Whale River to participate jointly in a form of municipal administration for the village of Great Whale River.

Subject to the Agreement of all the parties hereto, the status of the land hereinabove allocated could be modified to permit the realization of the above structure in the form which best suits the circumstances.

8.2 *Category I Lands for Great Whale River*

8.2.1 The Crees of Great Whale River shall select one hundred and twenty-one square miles (121 sq. mi.) of Category I lands, including seventy-six point five square miles (76.5 sq. mi.) of Category IA lands and forty-four point five square miles (44.5 sq. mi.) of Category IB lands (including Category IB special), the latter including one square mile (1 sq. mi.) for the non-status Crees of Great Whale River, the whole as shown on a map attached to the Agreement as Schedule 2 of Section 4. The said Category IB Special lands are shown on map identification number 12 (B) of Schedule 1 of Section 6 and are described in paragraph 8.2.4 of this Section.

8.2.2 The Inuit of Great Whale River shall select five point nine square miles (5.9 sq. mi.) as Category I lands in and near the village of Great Whale River, including the three point two square miles (3.2 sq. mi.) referred to in paragraph 8.1.2 above. The remaining two point seven square miles (2.7 sq. mi.) shall be selected along the coast northeast of the external boundaries of the said area of three point two square miles (3.2 sq. mi.) to the northern limit of the Category I lands described below at paragraph 8.2.3, the whole shown on said map identification number 12 (B).

8.2.3 *Category I Lands – Preliminary Territorial Description*

The following Category I lands shall be set aside for the Crees of Great Whale River: an area of approximately one hundred and three point three square miles (103.3 sq. mi.) (including approximately zero point eight square miles (0.8 sq. mi.) of Category III lands enclaved within Category I lands) comprising all the land delimited by the following geometrical segments, topographical features and other boundaries:

"Commencing at the point of intersection of a line two hundred feet (200 ft.) inland from the high-water mark of the coast of Hudson Bay and parallel to the said high water mark with the parallel of latitude 55° 20′ north; in a direction south 67° 00′ east a distance of sixty-one thousand feet (61 000 ft); in a direction south 59° 00′ east a distance of fifty-six thousand feet (56 000 ft.); in a direction due south a distance of thirty-one thousand five hundred feet (31 500 ft.); in a direction due west a distance of approximately twenty thousand feet (20 000 ft.) to a point situated two hundred feet from the high-water mark of the north bank of the Denys River; in a direction generally northwest a line parallel to and at a distance of two hundred feet (200 ft.) inland from the high-water mark of the north bank of the Denys River to its confluence with the Great Whale River; a line parallel to and distant inland two hundred feet (200 ft.) from the high-water mark of the north bank of the Great Whale River to a point situated one mile (1 mi.) east of the center of the village of Great Whale; due south a distance of two hundred feet (200 ft.) to the high-water mark of the north bank of the Great Whale River; in a direction generally west and northeast following the high-water mark of the Great Whale River and of the coast of Hudson Bay to a point one mile (1 mi.) northeast of the center of the village of Great Whale River; in a southeasterly direction a distance of two hundred feet (200 ft.); in a direction generally northeast a line parallel to and at a distance inland of two hundred feet (200 ft.) from the high-water mark of the coast of Hudson Bay to the point of commencement."

8.2.4 *Category IB Special – Preliminary Territorial Description*

An area of approximately twenty four square miles (24 sq. mi.) situated south of the Great Whale River comprising all the land delimited by the following geometrical segments, topographical features and other boundaries:

"Commencing immediately to the west of Walton Point at the point of intersection with the meridian 77° 51′ west of a line parallel to the high-water mark of the coast of Hudson Bay and distant inland from it two hundred feet (200 ft.); in a direction due south a distance of thirteen thousand feet (13 000 ft.); in a direction due east a distance of forty-one thousand feet (41 000 ft.); in a direction due north, a distance of approximately nineteen thousand feet (19 000 ft.) to a point situated two hundred feet (200 ft.) south of the high-water mark of the Great Whale River; in a direction generally west and southwest, a line parallel to and distant inland two hundred feet (200 ft.) from the high-water mark of the south bank of the Great Whale River and the coast of Hudson Bay to the point of commencement."

8.3 *Category II Lands for the Crees of Great Whale River*

8.3.1 *Category II Lands – Preliminary Territorial Description*

The Crees of Great Whale River shall be allocated an area of approximately one thousand six hundred and sixty square miles (1 660 sq. mi.) of Category II lands. Such area is included within the land delimited by the following geometrical segments, topographical features and other boundaries, which description also includes an area of one hundred and forty square miles (140 sq. mi.) of Inuit Category II lands for the Inuit of Great Whale River:

"Commencing at the point of intersection of the parallel of latitude 55° 20′ north with a line parallel to and distant inland two hundred feet (200 ft.) from the high-water mark of the coast of Hudson Bay; northwest, a straight line to the ordinary low-water mark of the coast of Hudson Bay; in a direction generally northeast, a distance of approximately sixteen thousand feet (16 000 ft.) following the ordinary low-water mark to the parallel of latitude 50° 22′ 30″ north; in a direction south 49° 00′ east a distance of thirty-three thousand feet (33 000 ft.); in a direction north 41 ° 00′ east a distance of seventy-six thousand five hundred feet (76 500 ft.); in a direction north 49° 00′ west a distance of approximately twenty-seven thousand feet (27 000 ft.) to the ordinary low-water mark of Hudson Bay; in a direction generally northeast, a line following the ordinary low-water mark of the coast of Hudson Bay to the parallel of latitude 55° 49′ 30″ north; in a direction due east, a distance of fifty thousand feet (50 000 ft.); in a direction south 48° 00′ east, a distance of one hundred and thirty-eight thousand feet (138 000 ft.); in a direction due south a distance of one hundred and thirty-eight thousand feet (138 000 ft.); in a direction due west, a distance of one hundred and thirty-nine thousand feet (139 000 ft.); in a direction due south a distance of forty-seven thousand feet (47 000 ft.); in a direction due west a distance of approximately two hundred and nineteen thousand feet (219 000 ft.) to meridian 78° 00′ west; in a direction due north a distance of approximately forty-five thousand feet (45 000 ft.) to the ordinary low-water mark of the coast of Hudson Bay; in a direction generally northeast a line following the ordinary low-water mark

of the coast of Hudson Bay to the point of intersection with the meridian 77° 51′ west; in a direction due south to the point of intersection with a line parallel to the high-water mark of the coast of Hudson Bay and distance inland from it two hundred feet (200 ft.); thereafter, following the west, south, east and northeast limits of Category IB special and Category I lands, as described above at paragraphs 8.2.3 and 8.2.4, to the point of commencement."

8.3.2 The above-mentioned land allocation of one thousand eight hundred square miles (1 800 sq. mi.) of land for Category II is based upon the system of land allocation adopted by the Inuit, which provides for one thousand square miles (1 000 sq. mi.) for each community north of the parallel 55° north and three point five square miles (3.5 sq. mi.) per person in each community.

8.3.3 It is understood that the Crees and Inuit of Great Whale River shall together participate in the selection and allocation among the communities north of the parallel 55° north of the approximately three thousand nine hundred square miles (3 900 sq. mi.) of Category II lands which remain to be allocated after the application of the Inuit system of land allocation. The procedure for such participation is set forth in Section 6 of this Agreement. If, following this procedure, additional Category II lands are allocated to the Crees of Great Whale River, the eastern and northeastern boundaries of the Category II lands described above may be displaced east a distance of approximately twenty-five thousand feet (25 000 ft.), and the southernmost boundary may be displaced approximately twenty-three thousand feet (23 000 ft.) to the parallel of latitude 55° north.

8.3.4 It is understood that one hundred and forty square miles (140 sq. mi.) of Inuit Category II lands are included in the above description and form part of an area of approximately two hundred and thirty square miles (230 sq. mi.) jointly selected and possibly to be jointly administered by the Crees and Inuit of Great Whale River, which lands shall generally be distributed along the coastal portion of the above description. The said 230 sq. mi. are shown on the said map identification number 12 (B).

8.3.5 The land within the forebay designated GB 1 (approximate elevation six hundred and twenty-five feet (625 ft.) forms part of Category III lands and is excluded from the calculation of land areas for Category II lands.

8.3.6 The introductory provisions of Section 4 of this Agreement, which concern the interpretation of preliminary territorial descriptions, shall apply equally to the descriptions set forth above for Great Whale River.

8.3.7 The portion of the Great Whale River within the above description for Category I lands at paragraph 8.2.3, and a corridor of two hundred feet (200 ft.) on both sides of the river measured from the high-water mark will

form part of Category II lands. The Great Whale River, where it is bounded to the north by Category I lands and to the south by Category IB special lands will form part of Category II lands.

8.4 *Revision of Preliminary Territorial Descriptions*

The above preliminary territorial descriptions for Great Whale River shall be revised to conform to the land areas allocated as Category I and Category II lands for the Crees of Great Whale River. Furthermore, for both Category I and Category II lands, the above delimitations may be modified as necessary, with the mutual consent of the Crees, the Inuit, Québec, and if appropriate, Canada, so as to take into account land selection by the Inuit of Great Whale River.

8.5 *Category IB Lands*

An area of approximately twenty point five square miles (20.5 sq. mi.) including all the land within the Category I description at paragraph 8.2.3 lying between the south bank of the Great Whale River and the north bank of the Denys River; and the lands lying to the north of the Great Whale River and east of meridian 77° 15′ west approximately.

8.6 *Land Regime*

The land regime applicable to Category IA, IB and IB special lands (excluding Category I lands selected by the Inuit) and the Cree Category II lands shall be the land regime as set forth in Section 5 of this Agreement. The land regime for the Inuit Category I lands shall be the regime set forth in Section 7 of this Agreement.

8.7 *Future Development*

It is recognized that all activities related to preliminary work, construction, operation and maintenance of the powerhouses and dams of the Great Whale Complex, including the appurtenant works, construction facilities, quarries and borrow pits, transmission lines and sub-stations, and to the possible port site approximately eight miles (8 mi.) southeast of Great Whale River may be carried out in Great Whale River Cree Category II lands as if such lands were part of Category III lands. Furthermore, it is understood that the above Category II lands shall be subject to servitudes, if required, for the construction of a railroad and road from the coast to the Great Whale Iron Ranges, for transmission lines from the Great Whale Complex, and for the road extension from LG 2 to the Great Whale Complex. However, the above-mentioned servitude for the road to the Great Whale Complex shall include provisions for an eight mile (8 mi.) corridor as in the case of Fort George Category II lands, and the lands within such corridor shall be replaced with an equivalent amount of Category II lands elsewhere. If such a road passes through Category I lands, there shall be a corridor of five hundred feet (500 ft.) on both sides of the road, which

corridor shall form part of Category II lands. There shall be replacement of Category I lands within such corridor, in accordance with the land regime set forth at Section 5. It is also recognized that a transmission line corridor five hundred and fifty feet (550 ft.) wide may pass through Category I lands. The lands required for this corridor shall also be replaced in accordance with the regime set forth at Section 5.

5.1 Category I Lands – James Bay Crees

5.1.1 *Definition*

Category I lands which are tracts of land having an area of approximately 2,158 square miles and which comprise Categories IA, IB and special IB, as hereinafter defined shall be set aside for the James Bay Crees as defined in the Agreement and for the Inuit of Fort George.

5.1.2 *Category IA Lands*

Category IA lands are lands set aside for the exclusive use and benefit of the respective James Bay Cree bands, including the Great Whale River Band, under the administration, management and control of Canada, subject to the terms and conditions of the Agreement.

Subject to the provisions of the Ageement and notwithstanding the surrender provisions of the Indian Act, it is recognized by Canada, Québec and the James Bay Crees that the lands presently set aside for the Native people of the Waswanipi, Mistassini and Eastmain Bands under the Québec Lands and Forests Act (S.R.Q. 1964, c. 92 as amended) shall no longer be reserves within the meaning of the said Act as of the coming into force of the Agreement.

Category IA lands will comprise an area of approximately 1,274 square miles as shown on the attached maps and as described in Section 4 of the Agreement and shall include the areas of all the present Cree villages, except Waswanipi and Nemaska, and including part of the Great Whale River settlement. Such lands shall be excluded from the James Bay Municipality. The land selection for the village of Nemaska is subject to the provisions concerning the re-location of such village contained in the Agreement.

Québec shall, by the legislation giving effect to the Agreement, transfer, subject to the terms and conditions of the Agreement, the administration, management and control of the Category IA lands to Canada and Canada shall accept such transfer. Québec shall retain bare ownership of the land and, subject to the provisions herein, ownership of the mineral and subsurface rights over such lands.

5.1.3 *Category IB Lands*

Category IB lands of an area of approximately 884 square miles for the James Bay Crees as shown on the attached maps and as described in Section 4, including seventeen and four tenths (17.4) square miles for the Inuit of Fort George, which shall be excluded from the James Bay Municipality, will be granted by the provisions of the special legislation to provincial corporations composed solely of the James Bay Crees, except the seventeen and four tenths (17.4) square miles for the Inuit of Fort George, which is dealt with elsewhere in the Agreement.

The ownership of such lands, under provincial jurisdiction, will vest in such Cree corporations outright, provided that the lands can only be sold or ceded to Québec and this shall constitute a prohibition to sell or cede other than to Québec.

Such Cree corporations shall consist of the members of the respective Cree communities entitled to benefit under the Agreement and may be private landholding corporations or at the option of the Crees, the public corporations of a municipal character which will have jurisdiction over Category IB lands.

Unless otherwise specifically provided herein, these lands cannot be taken away by Québec and in those circumstances described in this Section where the right to expropriate by Québec is exercised, the land must be replaced or compensation paid at the option of the Crees except if otherwise provided herein.

5.1.4 *Special Category IB Lands*

Within certain Category IB lands there shall be special Category IB lands.

Each parcel thereof, having areas ranging between twenty (20) to twenty-five (25) square miles, and shown on the attached map, described in the territorial descriptions hereto attached, and located near the localities of Rupert House, Eastmain, Fort George and Great Whale River, shall be situated on the northern banks of the Rupert, Eastmain and Fort George Rivers, and on the southern bank of Great Whale River.

It is also agreed that the lands are subject to the regime for Category IB lands subject to the following provisions:

a) The right of Québec, its agents and mandataries to establish, in addition to the public servitudes in favour of public bodies, agencies and corporations, in accordance with the provisions of paragraph 5.1.7, servitudes for public purposes;

b) in the case of the additional servitudes for public purposes, only developments which do not involve more than a permanent staff of ten (10) persons per development shall be allowed;

c) the right for Québec to give the necessary authorizations for the duration of such activities;

d) notwithstanding anything herein contained, any other developments by Québec, its agents and mandataries may be permitted with the consent of the Cree community concerned;

e) Québec, its agents and mandataries shall, at all times, have access to Special Category IB lands as if they were Category II lands and for the purposes mentioned above.

5.1.5 *Existing Third Party and Governmental Interests*

Lands ceded to third parties, by letters patent or owned by third parties prior to the execution of the Agreement, shall be Category III lands. However, the said lands and persons thereon shall be subject to the by-laws of the Cree local authority as if such lands formed part of Category I lands. Such persons shall have a right to all services of a municipal nature which are offered by the Cree local authority to the residents of the surrounding or adjacent Category I lands on the same terms and conditions, the whole subject to the rights of such persons and the exercise of the same.

The lands over which rights have been ceded by Québec to third parties prior to the Agreement in the form of leases, occupation permits or other authorizations shall be Category I lands. The holders of such rights may continue to exercise them, subject solely to all provincial laws and regulations as if the lands over which the said rights are granted were Category III lands until the termination of the period fixed for the exercise of such rights, unless such rights are renewed by Québec.

Lands within the areas of Category I lands, as shown on the attached maps but which are presently the object of mining claims, development licenses, exploration permits, mining concessions and mining leases and other similar rights, as presently defined in the Québec Mining Act (S.Q. 1965, c. 34 as amended) shall be Category III lands. However, Québec undertakes upon the expiry of these rights, or any renewal thereof, to transfer the administration, management and control of the lands subject thereto to Canada for the use and benefit of the Crees or the ownership to the Cree corporation depending on whether the said lands are within the areas of Category IA or IB lands. If any part of such lands are taken for development under the Québec Mining Act, Québec will replace the land taken, in accordance with the procedure set out for the replacement of Category II lands.

Notwithstanding the foregoing, lands within Category I which are presently the object of exploration permits issued to La Société de développement de la Baie James will be Category I lands with the right to explore and develop as if such lands were Category III lands for the purpose of exercising the rights granted by the permits but subject to paragraph 5.1.6 c) below. However, provincial laws and regulations shall apply with respect to such permits and the exercise of all rights pursuant thereto.

Québec undertakes to provide Canada and the Grand Council of the Crees (of Québec), within ninety (90) days of the execution of the Agreement, with a list of the mining claims, development licenses, mining concessions, mining leases, exploration permits, referred to above, within Category I lands along with the names of the holders thereof, the dates the rights were granted, the nature of the rights and the date of their expiry.

The areas of land covered by such existing mining claims, development licenses, exploration permits, including the above mentioned portion of those of La Société de développement de la Baie James, mining concessions and mining leases surrounded by Category I lands have been

included in the calculation establishing the total area of 2,158 square miles of Cree Category I lands.

Existing regional and provincial roads and main arteries within Category I lands shall be Category III lands and shall be clearly described at the time of the transfer of such lands. However, there shall be Category II lands for a distance of five hundred (500) feet on each side of said roads. Other existing roads within the Cree communities, as well as branch roads, within Category I lands and leading to the Cree communities, shall be Category I lands, but the general public shall be granted access over such roads.

Moreover, no persons other than the Native people can establish or operate commercial facilities subject to the provisions of sub-paragraph 5.1.6 c) hereof on either side of those roads or arteries referred to in the previous paragraph, except with the express consent of the Cree community concerned.

The areas covered by existing landing strips, airport installations, hydroplane bases and maritime structures within Category I lands are excluded from Category I lands and shall be Category III lands. However, the areas of such lands have been included in calculating the total area of Category I lands.

When such landing strips, airport installations or other areas mentioned above are no longer required, as determined by Québec, the ownership or the administration, management and control, as the case may be, shall be transferred by Québec in the manner provided hereinabove, subject to the approval of any owner thereof, and subject to third party interests respecting mineral substances already conceded.

The seashore, beds and shores of the lakes and rivers identified in the territorial descriptions in Section 4 of the Agreement shall be excluded from Category I lands with respect to the shoreline of such lakes and rivers and lands on both sides of such rivers and around the lakes for a distance of two hundred (200) feet shall be Category II lands. Subject to the provisions of paragraph 5.1.6 c), in such Category II lands, no person other than Native people can establish or operate commercial facilities except with the sole consent of the Cree community concerned, however, such two hundred (200) foot restriction does not apply for a distance of one (1) mile in both directions from the centre of the Cree community concerned along the shoreline.

In front of Category I and Category II lands, the intertidal zone will be Category II lands. In front of Category III lands, the intertidal zone will remain Category III lands.

5.1.6 *Future Occupation by Québec and Third Parties*

a) *Québec and Its representatives*

Lots within Category I lands shall be allocated by the Cree community or corporation for community services supplied by Québec, its agents or mandataries, such as roads, schools, hospitals, police stations and tele-

communications. Such allocation shall be by way of leases, servitudes or similar contract and for nominal compensation (i.e. $1.00).

b) *Third Parties*

The Cree community, in any case in which it allows third parties to occupy Category I lands for projects of regional or provincial interest, shall first consult with Québec and in the case of Category IA lands, Canada as well.

c) *Mining Explorations and Operations under Existing Rights*

Where lands which are the object of existing mining claims, development licenses, exploration permits, mining concessions, mining leases and other similar titles pertaining to minerals as defined in the Québec Mining Act are surrounded by or adjacent to Category I lands, the owners of these rights or titles for the purpose of exercising the said rights shall have the right to use Category I lands, but only to the extent necessary in order to carry out their exploration or mining operations as provided for in Division XXII of the Québec Mining Act. Nonetheless, the appropriation of the lands required for such purposes shall be done by temporary servitude only, but shall not be subject to the expropriation provisions of the Indian Act or of the Agreement. The indemnity to be paid to the Cree Local Authority by Québec for the use (other than for exploration) of such Category I lands will be equivalent replacement land. In the case of exploration, the compensation to be paid to the Cree Local Authority by Québec for the use of such Category I lands shall be the equivalent to what is being paid to Québec for the use of surface rights on Crown lands in similar cases.

In the event that areas of land contemplated in the immediately preceeding paragraph are developed as provided hereinabove, the Cree community concerned shall have the right to the replacement of an equivalent area of land in the same manner as set forth in the procedure for the replacement of Category II lands in the case of development.

In regard to lands which will be the object of mining claims, development licenses, exploration permits, mining concessions, mining leases and similar titles in the future, except the lands presently covered by any such titles which shall be governed by the special provisions hereinabove set forth, the exercise of any rights in or over Category I lands shall be subject to the general regime set forth below.

5.1.7 *Public Servitudes Established by Québec*

A) *General*

Category I lands are subject to public servitudes established by Québec, its agents or mandataries in the cases set forth in sub-paragraphs a), b) and c) of this paragraph, subject to the terms and conditions mentioned herein and subject to compensation in an equivalent amount of land or in money at the option of the Cree community concerned unless for services of direct benefit to Category I lands or to such community.

Consequently, all public bodies, agencies and corporations authorized by law will be allowed to expropriate for the purpose of extablishing the following public servitudes in the cases and subject to the conditions mentioned below:

a) infrastructures: such as regionaly roads and arteries, bridges, airports, maritime structures and protection and irrigation facilities;

b) local services: water systems, sewers, purification plants, treatment plants, fire protection and other services generally provided by local or municipal governments;

c) public utilities: electricity, gas, oil, telecommunications and telephones;

d) however, in the case of gas or oil pipelines or transmission lines, the servitudes shall be subject to the following:

i) they shall be situated the farthest way possible from the center of the village, in so far as reasonable, taking into account all circumstances, and in all cases at a distance of at least five (5) miles from the center of the village;

ii) necessary land taken for such purposes shall be replaced in all cases;

iii) all reasonable efforts shall be made to attempt to locate such transmission lines or pipelines in Category III or Category II lands, for equal cost;

iv) they shall be subject to the Environmental Regime, applicable to Category II lands, notwithstanding the provisions of Section 22 of the Agreement;

e) other servitudes of a similar nature established by law.

In the case of public servitudes, indemnity in lands or money, at the option of the Crees, must be effected, except in the case of public servitudes involving services which directly benefit Category I lands or the Cree community concerned. Direct benefit would be determined with respect to the potential use by and/or future advantages to Category I lands and the community itself.

Where it is not otherwise possible for Québec to achieve the above without a full use and taking of the land, Québec shall have the right to expropriate in full ownership for the purposes of the present paragraph and paragraph 5.1.4, subject to the other provisions of this Section.

B) *Direct Benefit*

Servitudes considered as being of direct benefit to Category I lands or the Cree community concerned would include servitudes involving public services expressly requested by the Cree community, essential services for the Cree communities provided such services are used by the Cree residents of the community and services designed to enhance the quality of life of the Cree inhabitants of the community.

Such servitudes would include but not necessarily be limited to such things as local services generally provided by municipal or local governments and by public utilities, local roads, bridges and community airports.

In all other cases not covered by the Agreement, burden of proof in establishing the direct benefit to the Category I lands of the community shall lie upon Québec.

In all cases, the Cree community shall have the right and opportunity to contest, in accordance with the procedure hereinafter set forth, whether a particular public servitude involves services of direct benefit to Category I lands or to the community.

C) *Compensation in Land or in Money*

In the case of a servitude recognized not to be of direct benefit to Category I lands or to the Cree community, there shall be compensation in an equal amount of land or, at the option of the Crees, in an amount of money and/or land. However, such compensation shall be by replacement of land only when such servitudes effectively withdraw portions of Category I lands from the use or enjoyment of the Cree community concerned.

If the Cree community chooses compensation in the form of land, the Cree community shall indicate its selection preference to Québec as soon as the decision to proceed with the proposed public servitude is taken.

If necessary, Québec shall then propose to the Cree community taking into consideration the Cree community's preference, an area with similar characteristics, insofar as is possible, to Category I lands and contiguous to the location of the Category I lands subject to the servitude. Such area proposed as replacement shall be double the size of the land to be replaced. The community shall be then entitled to choose from this area a piece of land equal in size to that land effectively taken away for the purposes of the public servitude.

This procedure will precede the taking of land for a servitude or any construction related to the servitude. However, a time limit of one hundred and twenty (120) days shall be allowed for this procedure, provided that the taking of the land for the servitude or any construction related to the servitude may proceed after sixty (60) days.

If there is no agreement on the choice of the replacement land within the period of one hundred and twenty (120) days and provided there is no contestation of the right to acquire the servitude, the compensation would then have to take the form of money.

If there is no agreement between the Cree community and Québec

respecting the determination of what is direct benefit to a community or if the community, instead of compensation in the form of land, chooses compensation in the form of money and the parties are unable to agree as to what is adequate compensation, the decision whether to be of direct benefit and the amount of compensation shall be fixed by the Expropriation Tribunal of Québec, unless the parties agree to submit the matter to binding arbitration.

D) *Impact Assessment*

All proposed servitudes mentioned in sub-paragraphs 5.1.7 Aa) and 5.1.7 Ad) shall be subject to the Environmental and Social Protection Regime applicable to Category II lands and the procedures for such regime, which are contemplated by the Agreement. More particularly, and if appropriate, the proposed servitude will be subject to a prior environmental and social impact assessment report and a delay of at least sixty (60) days will be allowed for comments by and discussions with the community on the proposed work.

E) *Other*

Any land effectively withdrawn from Category I lands for the purpose of establishing a servitude which has been compensated for in the form of land or money will be classified as Category III lands.

If the holder of the servitude no longer requires such servitude, the community shall have the option to have the land formerly subject to such servitude reclassified as Category I lands provided that the land which was allocated to the community as compensation, if such was the case, reverts to Québec to be reclassified as Category II or Category III lands depending on its status before the said land was used for compensation.

Unless the Crees are compensated in money in respect to expropriations by Québec and subject to the provisions of paragraph 5.1.8, the total area of Category I lands shall never be less than 2,158 square miles without the consent of the Crees or exceed 2,158 square miles without the consent of Québec.

In respect to the above servitudes, and also subject to the consent of the Lieutenant-Governor in Council, all public bodies, agencies and companies which now have or will have such powers defined in present or future laws of Québec will be able to establish such servitudes.

5.1.8 *Expropriation by Canada*

Notwithstanding the Expropriation Act of Canada, no Category IA lands may be expropriated by Her Majesty in Right of Canada without the prior consent of the Governor in Council.

Subject to the foregoing, nothing in the Agreement shall be interpreted in any way as limiting the power of Canada to expropriate for public purposes.

5.1.9 *Public Utilities*

Present and future public utilities will continue to remain the responsibility of competent authorities acting in accordance with Provincial and Federal statutes and regulations and applicable local by-laws.

5.1.10 *Natural Resources*

a) *Minerals and Other Underground Rights*

In Category I lands, Québec remains the owner of the mineral and sub-surface rights with the exception of rights already granted by Québec, as of the execution of the Agreement.

However, no minerals or other sub-surface rights can be obtained, extracted, mined or exercised from or with respect to all Category I lands without the consent of the particular community with rights over such lands and only upon payment of compensation agreed upon, for the use of rights over such lands.

The carrying out of work resulting from mineral rights granted prior to the execution of the Agreement on lands surrounded by or adjacent to Category I lands shall be as dealt with in sub-paragraph 5.1.6 c) above as on other Category III lands. For the purposes contemplated by Division XXII of the Québec Mining Act, the holders of such rights requiring the use of adjacent Category I lands may use the adjacent or surrounding Category I lands to the extent necessary to exercise their rights, subject to the provisions of sub-paragraph 5.1.6 c) above. Such works may include mining operations subject to the provisions mentioned in that paragraph.

Any future exploration or exploitation of minerals within Category I lands, other than the exploration or exploitation under rights existing prior to the Agreement including the right to explore and mine extension of mineralization around the lands subject to such existing rights and subject to the provisions referred to in sub-paragraph 5.1.6 c) of this Section, shall only be permitted with the Consent of the Cree community holding the rights to the lands affected. Moreover, specific authorization from Québec according to conditions specified in Québec mining laws and regulations, shall be required before any mining rights may be acquired.

b) *Substances Ceded to the Native People*

Deposits of steatite (soapstone) or other similar material used for traditional arts and crafts will belong to the Native population.

c) *Gravel and Other Similar Materials*

Permits must be obtained by the Cree community from the Québec Department of Natural Resources for the use of gravel and other similar material generally used for earthworks for personal and community use. However, the Québec Department of Natural Resources may not withhold

such permits provided all the regulations are observed and the duties provided for under any applicable Provincial legislation shall not be collected.

The taking or use of such gravel shall also be subject to the Environmental and Social Protection Regime provided for under the Agreement in respect to Category I lands.

d) *Forests*

The Crees will have the right to use the forest for personal and community needs within Category I lands.

The respective Cree communities will likewise have the exclusive right to the commercial exploitation of forest resources within Category I lands by themselves or by third parties acting with their consent. However, in such case, the Cree community will have to obtain cutting rights or permits from the Québec Department of Lands and Forests, but the Department shall not withhold its consent to such permit, provided that such commercial cutting is in keeping with the development and marketing plan accepted by the Québec Department of Lands and Forests. In the event of such commercial exploitation, the community will not be obliged to pay stumpage dues to Québec but operations must respect Québec standards.

Subject to such permit and the requirements hereinabove stated, such resources shall be governed by the laws applicable to Category I lands. The general regime for forest protection, including the cost entailed, will be applicable.

5.1.11 *Residence*

Non-Native people presently residing in Category I lands shall have the right to remain until the expiration of their rights of occupancy or residency on such lands, and shall be subject to the general by-laws and regulations of the local government. Subject to the foregoing, non-Native people will not be allowed to reside in Category I lands except in accordance with the by-laws and regulations established by the local government. However, such by-laws and regulations must permit non-Native people to reside in the area for purposes allowed by the local government, for purposes of administrative or public service duties or scientific research, provided such activities do not entail an influx of substantial numbers of people likely to alter in an appreciable way the demographic makeup of the community.

In particular, non-Crees married to Crees, and their immediate families in the first degree, shall have the right to reside in Category I lands.

5.1.12 *Access*

The general public will have access to all roads, arteries, airports, bridges, public sea-plane bases, wharves, harbours, rivers and principal lakes and public buildings and lands used for public purposes.

The following persons shall also be permitted access to Category I lands:

- persons authorized to reside on Category I lands;
- persons authorized to exercise a public function or engaged in technical surveys, the construction or operation of a public work or public utility;
- owners of mineral rights and persons engaged in the exercise thereof;
- as well as such other persons as may be authorized by the Cree Local Authority.

Subject to the foregoing, only members of the Cree band or community shall have access to Category I lands and the Cree Local Authority shall have by-law power to regulate access provided that any such by-law shall not negate or unreasonably restrict the right of access.

5.1.13 *Restrictions on Transfer*

No Category I lands may be sold or otherwise ceded except to the Crown in Right of Québec. However, in accordance with the terms of the Agreement, the Cree Local Authority may grant to any person, including non-Natives, servitudes, usufructs, other rights of use and occupation and leases respecting such lands, provided that where lands are leased or real rights granted to non-Natives for a period exceeding five (5) years, including any renewal thereof, the leasehold interest or real rights granted shall be, as of the date of the lease or grant, subject to all Provincial laws and regulations as if the lands over which the said leasehold interest or real rights are granted were Category IB lands.

Notwithstanding the immediately preceding paragraph, no watercourses or lakes or rights therein in Category IB lands may be granted by the Cree Local Authority to persons other than members of the Cree community for whom Category IB lands have been allocated.

In the event that a band of Crees occupying part of Category IA lands becomes extinct, Canada shall revest in Québec all the rights and interests transferred to it under the Agreement in Category IA lands occupied by the band prior to its becoming extinct.

Notwithstanding the foregoing, should a Cree band join another Cree band or should all the members of one (1) Cree band join another Cree band, the Category IA lands of the band or members joining another band shall be vested in that other band, provided that Crees are living on the land of the band with which the amalgamation is proposed.

5.2 *Category II Lands*

5.2.1 *Definition*

Category II lands will comprise 25 130 square miles south of the 55th parallel of latitude where the James Bay Crees shall have the exclusive right of hunting, fishing and trapping and will also have the rights established under Section 24 of the Agreement. Of this 25 130 square miles, the Inuit of Fort George shall have the right to 231 square miles as Category II lands, as provided in Section 4 and in paragraph 7.2.1 of Section 7. Other uses of Category II lands for purposes other than hunting, fishing and trapping shall be subject to the provisions set forth below.

Provincial jurisdiction shall continue over Category II lands.

5.2.2 *Third Party Interests*

The lands already ceded to third parties in ownership prior to the execution of the Agreement shall be excluded from Category II lands.

Moreover, lands within the area of the said Category II lands which are subject to rights already ceded to third parties prior to the execution of the Agreement by way of lease or occupation permits or lands which are the object of mining claims, development licenses, exploration permits, mining concessions and mining leases shall be Category III lands. At such time as the said rights revert to the Crown such lands shall be Category II lands.

Lands within said Category II lands which are presently the object of exploration permits issued to La Société de développement de la Baie James shall fall into Category II lands with the right to explore, develop and mine as if such lands were Category III lands, in respect to the exercise of the rights under permits, subject to the provisions of paragraph 5.2.3.

Moreover, existing roads, landing strips, airport installations, seaplane bases and maritime structures shall be Category III lands, and as such, shall be excluded from the administrative regime applicable to Category II lands. The large bodies of water surrounded fully or partially by Category II lands but excluded from Category II lands are identified in the said territorial descriptions.

5.2.3 *Development*

Category II lands may be appropriated by Québec for development purposes, provided such lands are replaced or, if the Native people wish, and an agreement can be reached thereon, they are compensated.

Unless such activities are directly related to pre-development, the rights or the exercise thereof of non-Native people, in respect to their lawful activities, shall be controlled by Québec through appropriate legislation or regulations and reasonable enforcement machinery if they interfere or could reasonably be expected to interfere with the rights granted to

Native people under the Section of the Agreement relating to hunting, fishing and trapping (Section 24).

For the purposes of the Agreement in respect to Category II lands: "development" shall be defined as any act or deed which precludes hunting, fishing and trapping activities by Native people, except for pre-development; and "pre-development" shall be defined as any act or deed of an exploratory nature exercised during a limited time in view of researching information to decide if development will take place or not.

In the case of development, should the Cree community choose replacement of land, the community shall indicate its preference to Québec as soon as the decision to proceed with the development is taken and communicated.

If there is no agreement in respect to the choice of land, Québec shall then propose to the Cree community taking into consideration the Cree community's preference, an area with the similar characteristics, insofar as is possible, as Category II lands and contiguous to the location of the Category II lands subject to the replacement. Such area proposed as replacement shall be double the size of the land to be replaced. The Cree community shall then choose from this area a piece of land contiguous to the Category II lands and equal in size to that land effectively taken away for the purposes of such development as full compensation for the land taken away. Compensation may also be made by money payments mutually agreed upon.

This procedure will precede the taking of land for development or any construction related thereto. However, a time limit of one hundred and twenty (120) days shall be allowed for this procedure, provided that the taking of the land for the development or any construction related to such development may proceed after sixty (60) days.

Such development shall be subject to the Environmental Regime set forth in Section 22 of the Agreement.

5.2.4 *Public Servitudes*

Notwithstanding the above definition of development, all public servitudes may be established on Category II lands without payment of indemnity.

5.2.5 *Natural Resources*

a) *Minerals and Other Underground Rights*

Mineral exploration and technical surveys do not constitute development as defined herein and may be carried out without replacement of lands and without payment of indemnity, but subject to the provisions of the Environmental and Social Protection Regime of the Agreement. Moreover, such mineral exploration and technical surveys must be carried out so as to avoid unreasonable conflict with harvesting activities.

b) *Use of Soapstone*

The right to use soapstone for traditional arts and crafts purposes may be acquired by the Native people through their respective local governments by way of a permit from the Québec Department of Natural Resources. Such permit may not be unreasonably withheld. This special permit will be provided for under the Mining Act and will give the rights to use this mineral substance only for the use of traditional arts and crafts purposes.

The lands in question will have to be marked in the field by the Native people by using a method analogous to the one used for claim staking. The area will have to be restricted to the outcrops easily accessible to the Native people. Furthermore, the right to the soapstone will always be subordinated to the rights to other mineral substances, in such a way that it will not prevent possible mining developments on that land.

c) *Forests*

Forest operations are compatible with hunting, fishing and trapping activities.

Commercial cutting programs in Category II lands will be defined according to management plans elaborated by the Québec Department of Lands and Forests, which shall take into consideration the hunting, fishing and trapping activities.

Operations must respect Québec standards and the general regime for forest protection will be applicable.

5.2.6 *Access*

Subject to the rights of the Native people, under the Hunting, Fishing and Trapping Section (24) of the Agreement, persons exercising a right compatible with such rights of the Native People as well as persons exercising some duty imposed by law shall have access to Category II lands and may remain thereon, and errect constructions thereon, subject to the general restrictions of law and the provisions imposed by this Section of the Agreement and subject to the following additional restrictions:

a) *Tourism and Recreation*

Non-Native people will not be allowed to hunt, fish or trap in Category II lands, except with the consent of the Native people, and subject to the rights of the non-Natives set forth in the Hunting and Fishing Regime (Section 24).

b) *Exploration, Pre-development Activities, Scientific Studies and Administrative Purposes*

Persons wishing to carry out such works shall be required to obtain an authorization for same from Québec. Such a request for authorization shall

have to include the following information: objective, nature, importance of the work to be effected, duration and a description of the installations involved.

In case such authorization is granted, the Native people shall be advised of the information so given to Québec, as soon as is reasonably possible.

However, works which do not involve substantial operations in the field, such as geoscientific works and mining exploration of the type provided for by the Québec Mining Act will not be subject to the presentation of the information nor the obtaining of the authorization mentioned above.

Nonetheless, such works shall be carried out in such a manner as to avoid unreasonable conflict with the rights of the Native people under the Hunting, Fishing and Trapping Regime.

5.2.7 *Special Provisions Concerning the Mistassini Area Outfitting Camps*

Notwithstanding paragraph 24.9.2, Québec shall be allowed to operate the Louis Jolliet and Vieux Poste Camps as well as the outposts of these two camps for a period of ten (10) years; during this period, Québec shall take all reasonable means to train Cree persons in all aspects of the outfitting business so that the Crees may, if they wish, take over completely the operation of these camps at the end of this ten (10) year period.

5.3 Category III Lands

5.3.1 General access to Category III lands will be in accordance with Provincial legislation and regulations concerning public lands.

The regime for the use of soapstone in Category III lands shall be that applicable, mutatis mutandis, to Category II lands.

5.4 Wood Rights for Native People on Category II or III

5.4.1 Québec shall guarantee a supply of wood necessary for the operation of the present Paint Hills sawmill or an equivalent wood supply subject to the approval of the Minister of Lands and Forests of a location other than the Paint Hills area for such wood supply. No stumpage dues shall be payable for such wood supply.

5.4.2 In addition, Québec will consider proposals submitted by the Native people which would have the effect of creating employment for Native people and other residents of the Territory and are in accordance with the planning of the Québec Department of Lands and Forests.

5.4.3 The Crees shall pay stumpage dues for commercial utilization of such wood rights on Category II or III lands.

5.4.4 Specific arrangements for the operation contemplated shall be discussed and agreed upon with the Québec Department of Lands and Forests. However, the Crees shall be liable for the payment of costs incurred under the general regime for forest protection.

5.5 Development

5.5.1 Notwithstanding anything else contained in the Agreement Québec, La Société d'énergie de la Baie James, Hydro-Québec and La Société de développement de la Baie James and their nominees and such other persons acting lawfully shall have the right subject to all applicable laws and regulations to develop the land and resources in Category III lands and also, for the purpose of development, Québec has the right to take Category II lands subject to the replacement or compensation as specified in this Section and such Category II lands shall then become Category III lands.

More particularly, the rights and guarantees given to the Native people by and in accordance with the Section on Hunting, Fishing and Trapping shall be subject to the right to develop Category III and Category II lands on the part of Québec, Hydro-Québec, La Société d'énergie de la Baie James and La Société de développement de la Baie James and their nominees and such other persons as may be lawfully authorized.

However, the developers shall be submitted to the Environmental Regime which takes into account the Hunting, Fishing and Trapping Regime.

5.5.2 Subject to laws and regulations of general application except as hereinafter provided in paragraph 5.5.3, Québec, La Société d'énergie de la Baie James, Hydro-Québec and all public bodies, agencies and corporations authorized by law may modify or regulate the flow of rivers of Categories II and III lands even if such rivers are flowing through or adjacent to Category I lands or have downstream effect on the part of such rivers included within Category I lands, subject to the following provisions:

a) The flow regime shall not be modified in such a way as to increase the water level above the highest previously recorded water level of the river.

b) For the purposes of establishing or exercising the servitudes contemplated by article 5.1.7 of this Section, the water level may be raised above the highest recorded level subject to the provisions of this Section.

c) If shore facilities or other installations or rights in connection therewith are affected by the change of water level, Québec, La Société d'énergie de la Baie James, Hydro-Québec or the public bodies, agencies or corporations shall be liable for damages to such facilities, installations or rights in connection therewith.

The special provisions of Section 8 of this Agreement shall take precedence over the provisions of the present article.

5.5.3 Québec, La Société d'énergie de la Baie James, Hydro-Québec and the said public bodies, agencies and corporations shall not be required to expropriate lands needed for the purposes contemplated in paragraph 5.5.2 nor to obtain any consent otherwise required for the utilization of such lands for the above purposes.

5.6. Legislation

The provisions of this Section can only be amended with the consent of Canada and the interested Native party, in matters of federal jurisdiction, and with the consent of Québec and the interested Native party, in matters of provincial jurisdiction.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec in matters of provincial jurisdiction, and by Parliament in matters of federal jurisdiction.

6.1 Category I Lands

6.1.1 *Allocation*

The lands granted in ownership by Québec to the Inuit of Québec and to the Inuit of Port Burwell for Inuit community purposes shall be allocated to the Inuit communities for selection in approximately equal amounts, save and except for Port Burwell and Fort George, taking into account any other lands received by the communities other than from Québec.

The total area granted herein shall be 3,250 sq. mi. including 120 sq. mi. for the Crees of Great Whale River and the area for each community may be adjusted slightly with the consent of Québec and the Northern Québec Inuit Association prior to final selection as provided herein.

The allocations to the communities of Akulivik (Cape Smith), Aupaluk (Hopes Advance Bay), Inukjuak (Port Harrison), Kangirsualudjuak (George River), Kangirsuk (Payne Bay), Kuudjuak (Fort Chimo), Tasiujaq (Leaf Bay), Koartak, Killinek (Port Burwell), Kangirsujuak (Wakeham Bay), Salluit (Sugluk), and Great Whale River shall be as shown on the maps attached as Schedule 1 to this Section and forming an integral part of this Section.

The allocation to the Inuit of Fort George shall be those lands south of the 55th parallel granted to the Inuit of Québec pursuant to Sub Section 7.1.1.

For a period not exceeding one (1) year from the date of execution of the Agreement, the authorized representatives of the said communities may apply to Québec for revision of the boundaries of the allocations of such communities which may be modified by mutual agreement of such representatives and Québec, if it does not substantially alter the character and effect of the original selection.

The Inuit communities which on the date of execution of the Agreement have not made their selections, shall select the lands allocated to them pursuant to this paragraph from within the areas indicated on the maps attached as Schedule 1 to this Section. Such areas shall be withdrawn from claim staking and no exploration permits shall be issued with respect to such lands for a period of one (1) year from the execution of the Agreement or until the completion of selection, whichever is the sooner.

The selection made by the said communities shall be subject to mutual approval of the respective communities and Québec. In the case of selection of the lands to be allocated to the Inuit Community of Fort George, the selection shall be subject to the mutual consent of the Inuit of Fort George, the Cree Band of Fort George and Québec.

If selections are not received by Québec within two (2) years from the date of execution of the Agreement, Québec shall designate the allocated Category I lands from the areas withdrawn for selection.

6.1.2 *Survey of Category I Lands*

The boundaries of all Category I lands selected by the Inuit of Québec shall be surveyed no later than five (5) years following the coming into force of the Agreement. Such surveys shall follow the map identifications referred to in Schedule 1 of this Section.

The said surveys shall be done by meander where the boundaries of Category I selections are coincident with identifiable natural features such as rivers and lakes and shall be done by straight line with no less than one (1) mile between angle points if possible where no identifiable natural features are coincident with the map descriptions of such lands.

Monumentation along the said surveys shall be done in accordance with normal survey practice.

Each survey shall be done within the attainable accuracy using the usual technical procedures for such works.

Surveys shall be submitted to the Inuit Community Corporation concerned for its comments prior to submission for homologation. At the request of the Inuit Community Corporation concerned, the survey crews shall include a nominee of the said corporation to act as an observer, at its expense.

Québec and/or Canada undertakes to pay all costs of survey and monumentation.

6.2 Category II Lands

6.2.1 *Allocation*

Each Inuit community shall be allocated an area of Category II lands that is the aggregate of one thousand (1,000) square miles and three and one half (3½) square miles for each member of the community at the date of the execution of the Agreement. The remainder of the allocation to the Inuit of Québec and to the Inuit of Port Burwell shall be apportioned in accordance with an agreement to be made between the land selection committees of each community.

The said method of allocation shall apply to the selection of Category II lands of Great Whale River by the Inuit and the Cree. The basic allocation of 1,000 square miles shall consist of 600 square miles for the Inuit and 400 square miles to the Cree, subject to the provisions of paragraph 8.3 of Annex 1 of Section 4. There shall be representation of the Cree and Inuit of Great Whale River in the decisions of the land selection committees concerning the allocation of the abovementioned remainder of Category II lands. The Category II lands of the Inuit of Fort George are dealt with in Section 4 and in paragraph 7.2.1 of Section 7.

6.2.2 *Criteria for Selection*

Cagegory II land selections shall take into account the wildlife productivity of the land, the usability of such lands for harvesting, and existing developments as well as other lands necessary as a habitat for the protection of wildlife, and all existing rights granted at the time of the Agreement, and known development projects.

Each unit of land selected shall comprise an area of not less than fifty (50) square miles.

No more than three (3) discontiguous units of land, not including intertidal zone selections, per community shall be selected unless agreed to otherwise by Québec. Each unit of land shall be compact and each portion of such land shall have a ratio of average width to length of four (4) to one (1), unless agreed to otherwise by Québec.

Such lands shall be selected within two (2) years of the date of execution of the Agreement, and the selection shall be subject to mutual approval of the respective communities and Québec failing which Québec shall have the right to designate such Category II lands after consultation with the interested Native party.

In front of Category I and II lands, the intertidal zone may be selected as Category II lands.

The aggregate of Category I and Category II selections shall not exceed fifty-five percent (55%) of the coastline of the Territory north of the 55th parallel, distributed as evenly as possible along the coast.

6.3 Other Rights

6.3.1 *Timber Rights*

The Inuit Community Corporations of Kuudjuak (Fort Chimo) and Kangirsualujuak (George River) shall have exclusive timber rights on those tracts of land identified in Schedule 2 attached to this Section. Such rights shall be for personal and community use and shall be exercised in accordance with management plans to be agreed upon with the Department of Lands and Forests. However, such timber rights shall be subject to the right to develop the lands over which the timber rights are granted herein.

Where, in accordance with the said plans, additional forestry operations are permitted, the said Inuit Community Corporations shall be permitted to supply timber to other Inuit Community Corporations.

6.4 Great Whale River

Should a majority of the Inuit of Great Whale River decide to move to Richmond Gulf within a period of five (5) years from the date of the coming into force of the Agreement, Québec agrees that Québec and/or its agencies or mandataries shall assist the Inuit of Great Whale, such assistance

to include the provision of funds, in carrying out the move to Richmond Gulf, on terms and conditions to be negotiated.

Should the Inuit of Great Whale River decide to move to Richmond Gulf as aforesaid, Canada agrees to assist the Inuit of Great Whale River in carrying out the move to Richmond Gulf and establishing an Inuit Community in such location, within the scope of federal programs from time to time in effect and, in particular, programs in effect for the Inuit of Canada.

6.5 Schedules

The following Schedules form an integral part of this Section, including the notes on the maps forming part thereof.

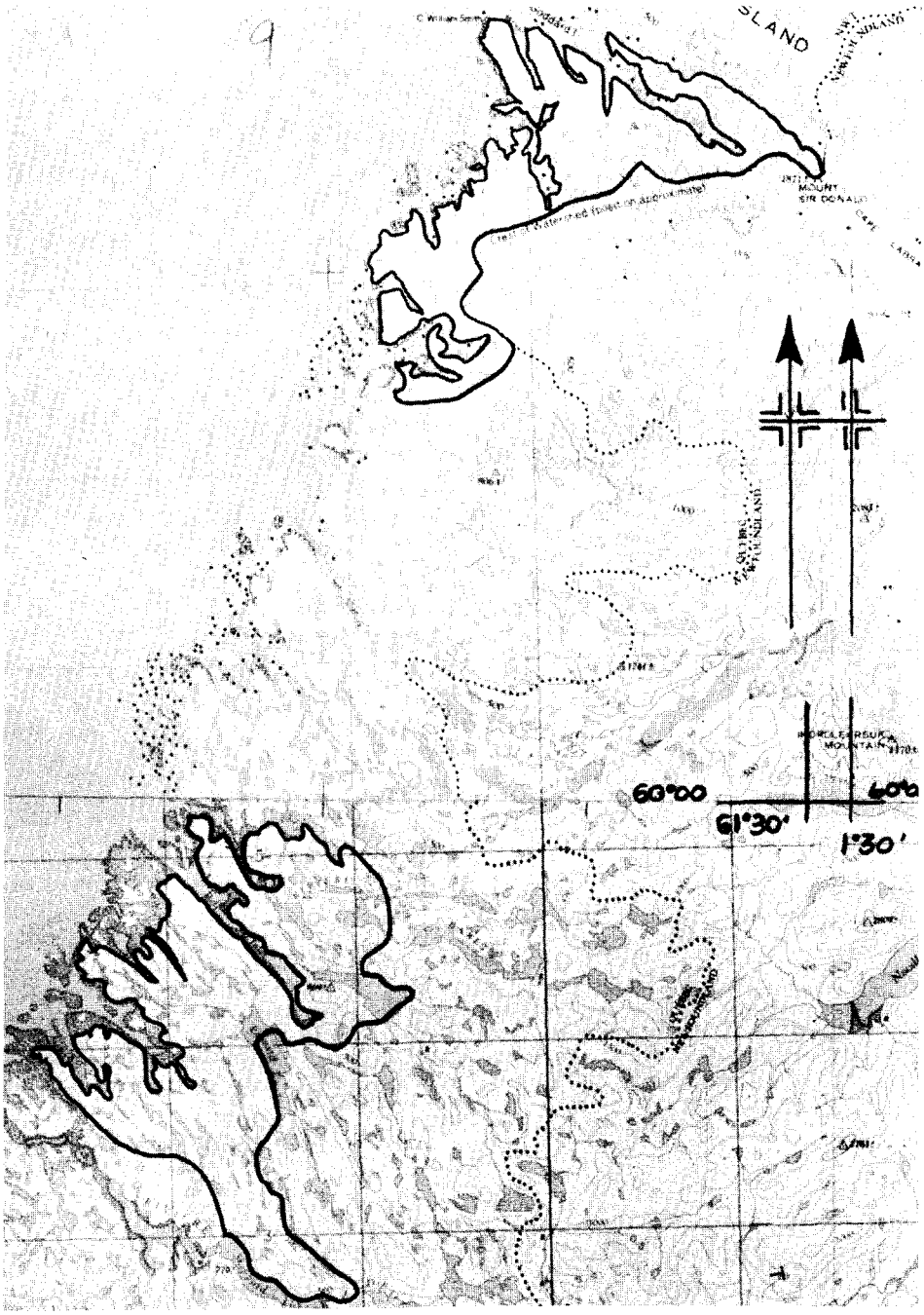
Schedule 1 – Category I land map identifications (scale 1:250 000)
Schedule 2 – Exclusive timber rights
Schedule 3 – List of waterbodies subject to 200 foot restriction
Schedule 4 – List of waterbodies excluded from Category II land selections.

6.6

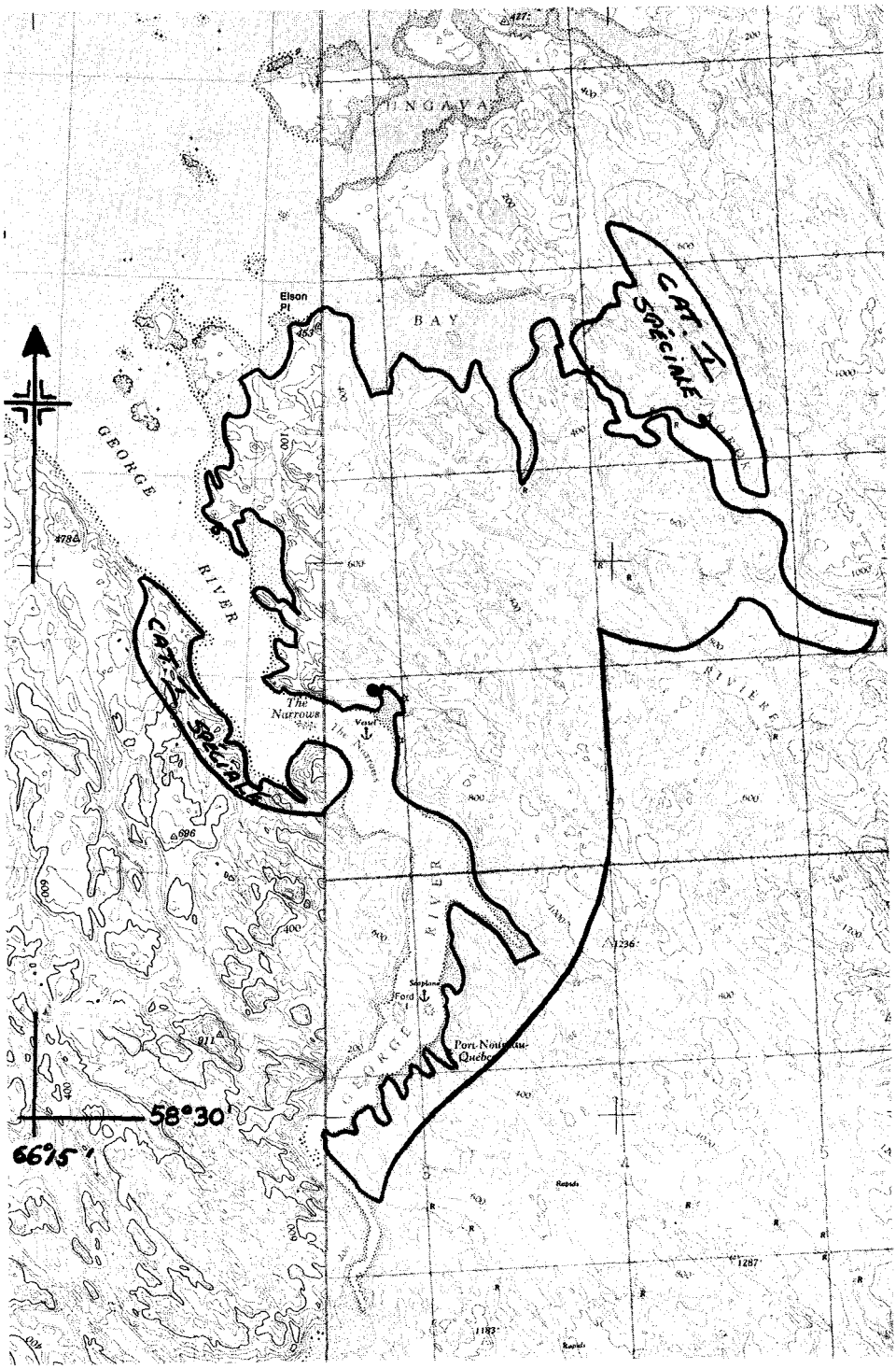
The provisions of this Section can only be amended with the consent of Québec and the interested Native party.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec.

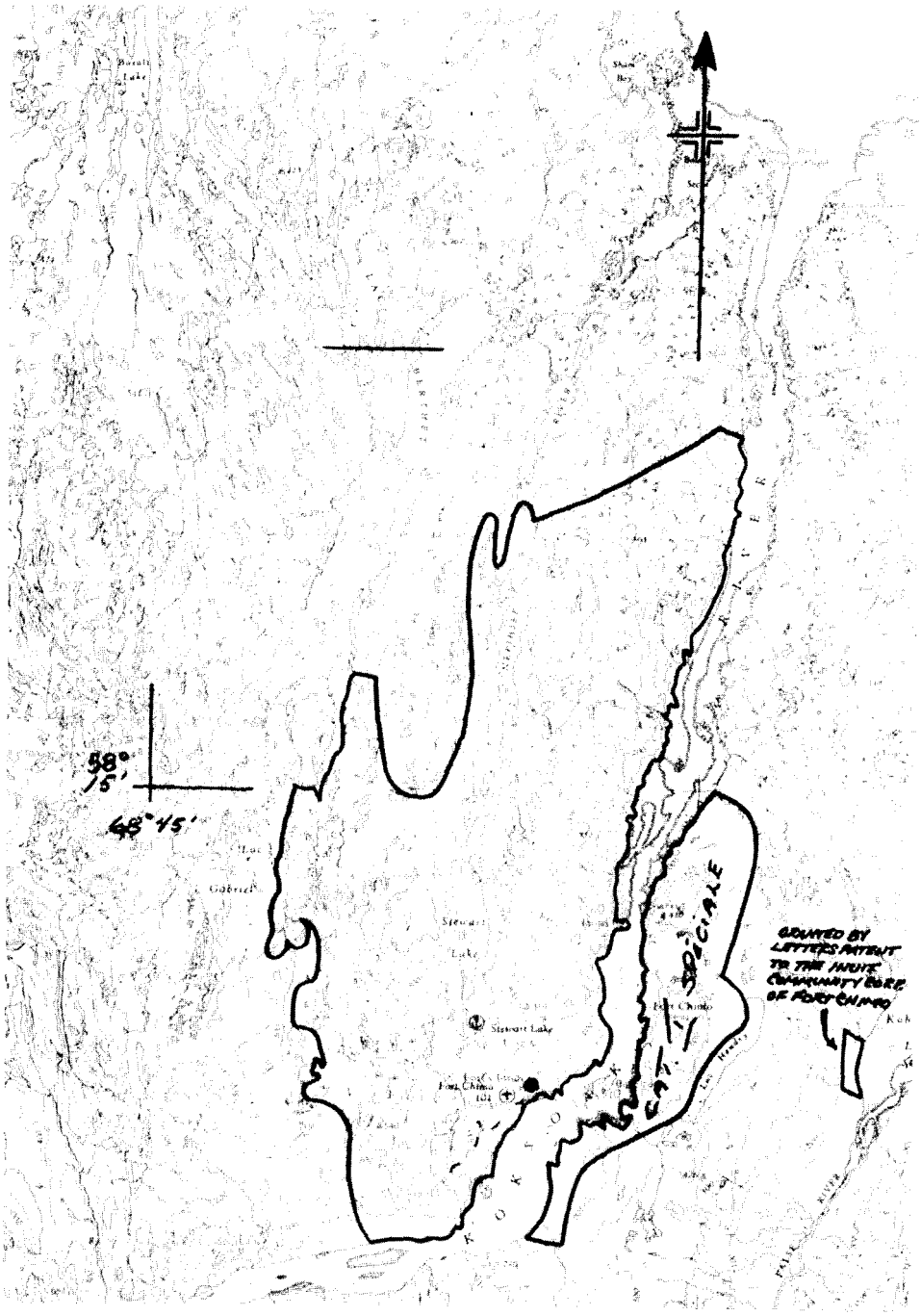
1. Killinig (Port Burwell)



2. Port-Nouveau-Québec (George River)



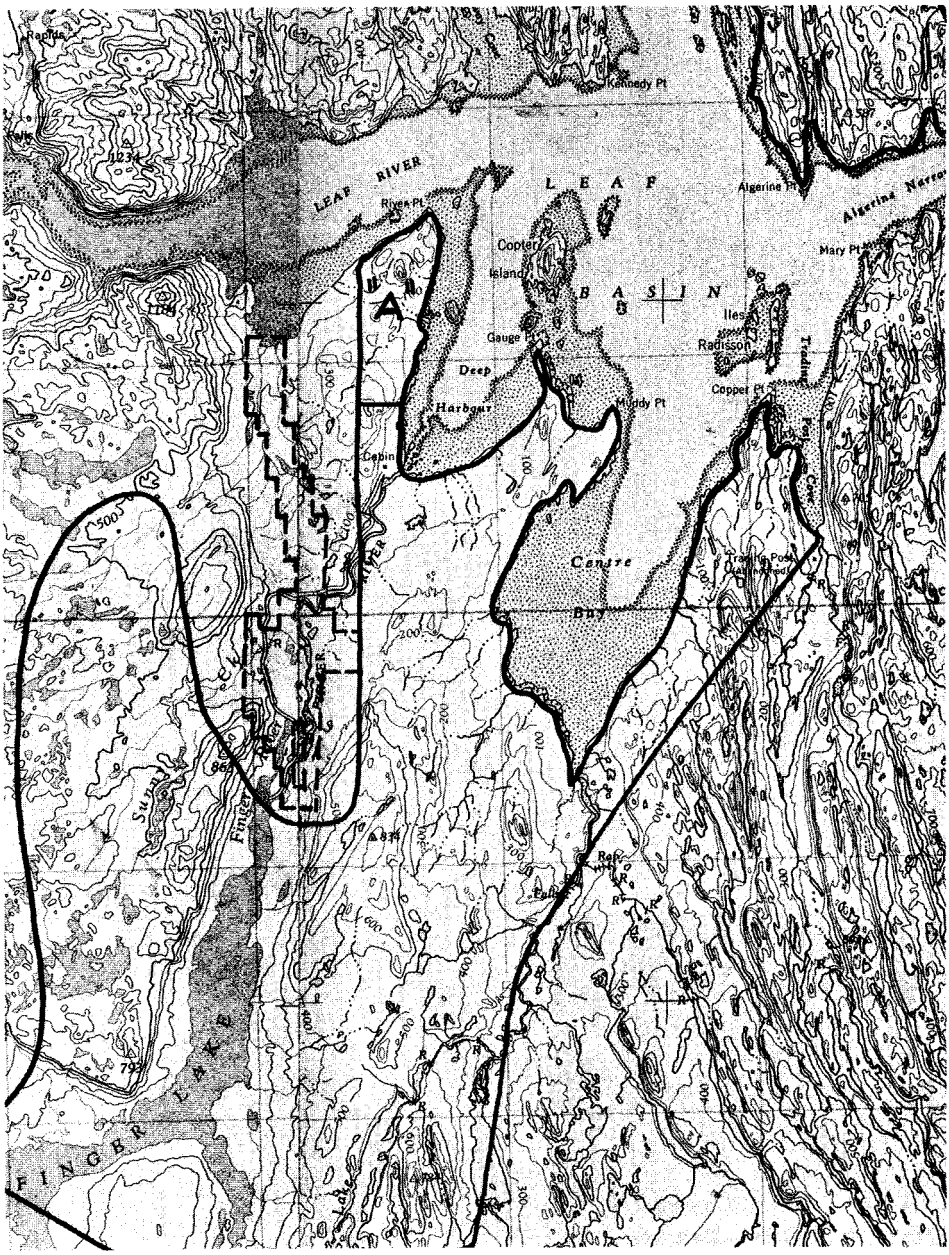
3. Fort-Chimo


58°
15'
68°45'
Stewart Lake
Fort Chimo
101
CAT. I SPECIALE
GRANTED BY LETTERS PATENT TO THE INUIT COMMUNITY CORP. OF FORT CHIMO

Section 6 Schedule 1

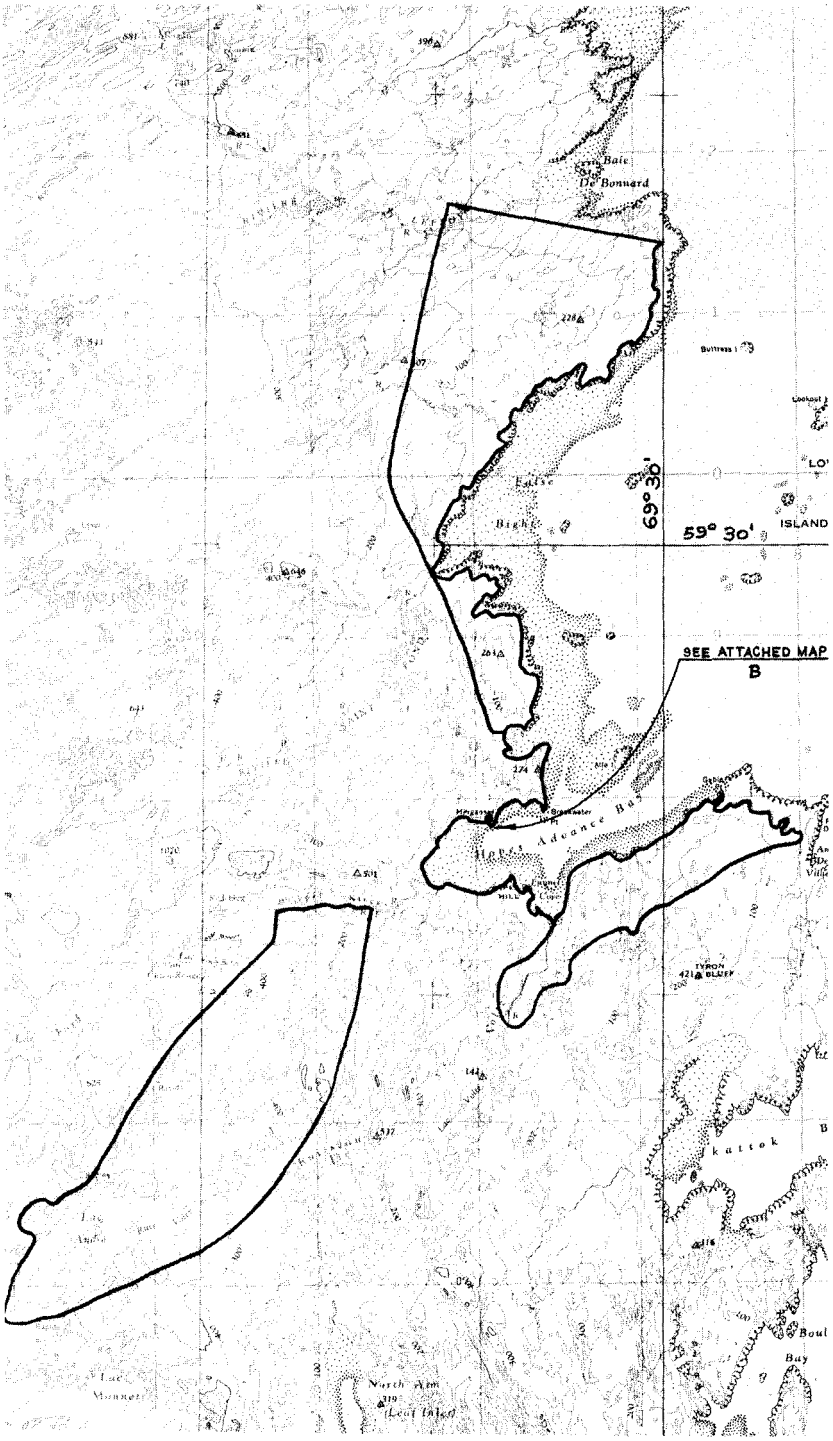
Category I selections – Inuit

4. Tasiujaq (Leaf Bay)

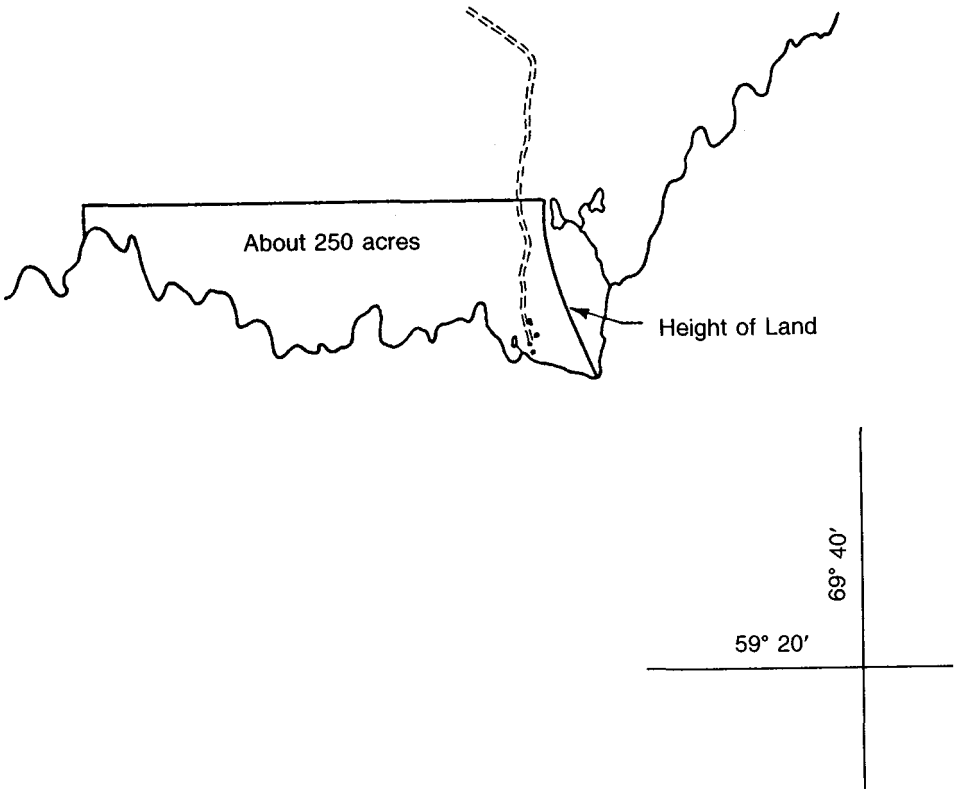


After consultation with the local Inuit Community Corporation, Québec shall have the right, within area "A" shown on this map, to choose areas for the construction of roads, railways, harbours, and other facilities related to such infrastructures, necessary for any development, without payment of compensation in money to the Inuit Community Corporation. Such lands removed from Category 1 lands for such purposes shall become Category 111 lands and shall be replaced in accordance with the provisions of Section 7.

5. (A) Aupaluk (Hopes Advance Bay)



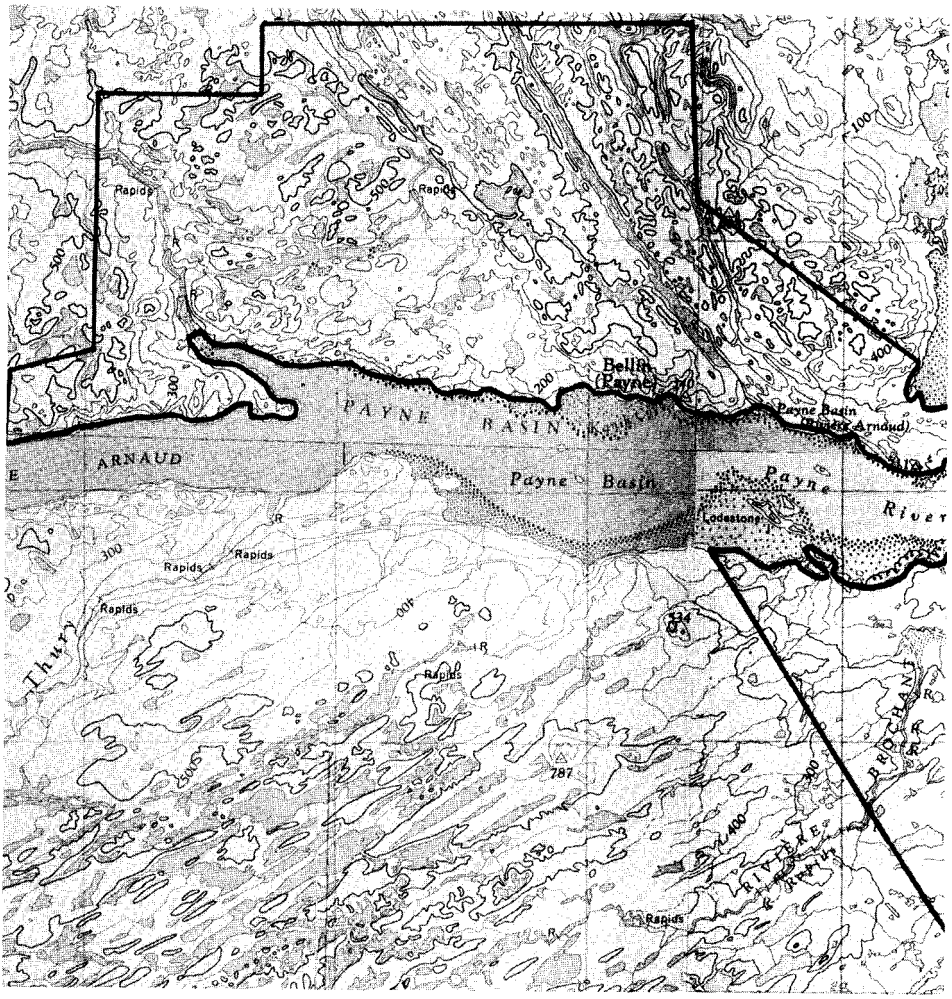
5. (B) Aupaluk (Hopes Advance Bay)



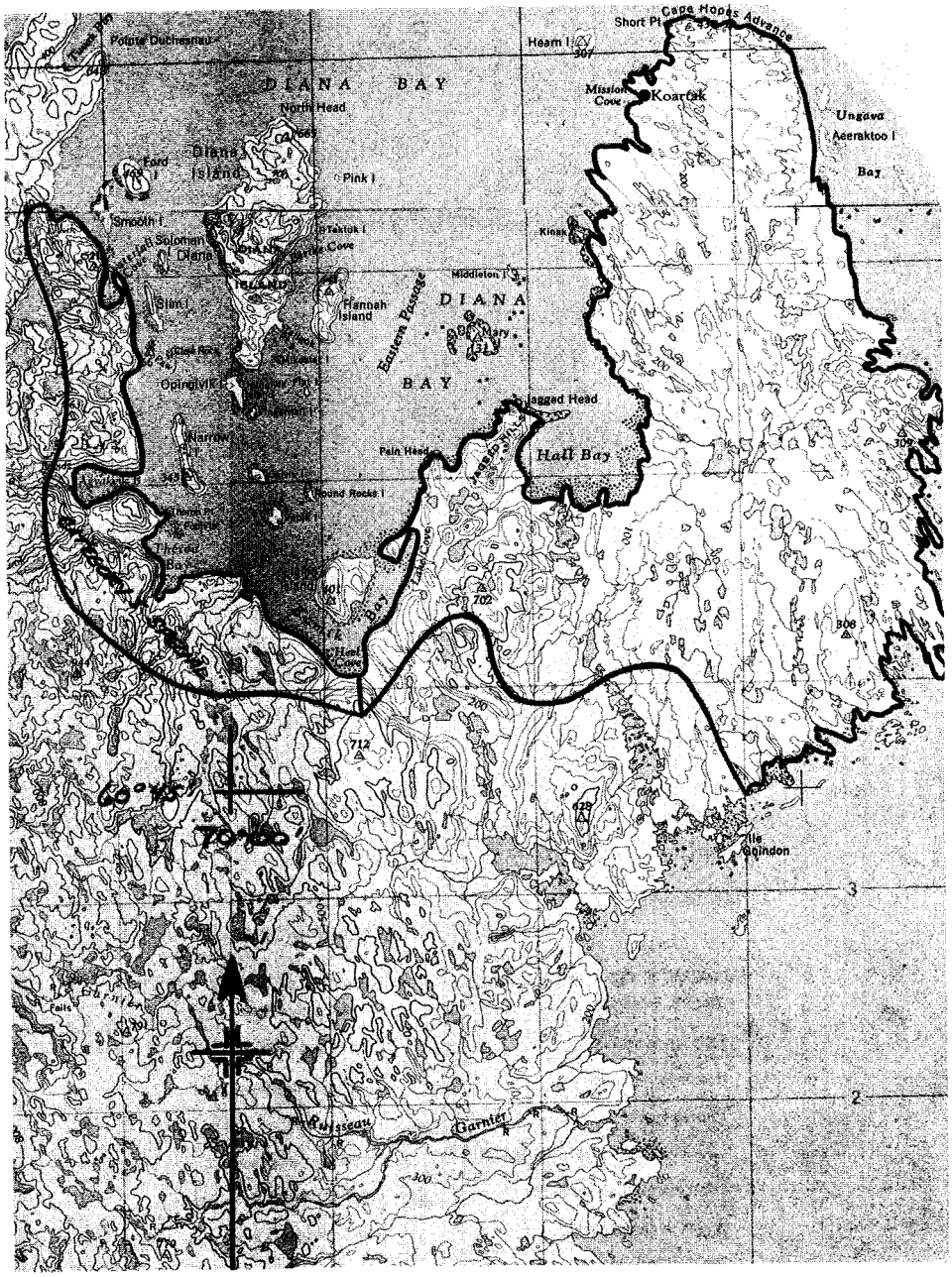
Scale : 1 : 24,000

An area of approximately 250 acres is selected as Category 1 lands at Aupaluk including the actual Inuit Community.

6. Bellin (Payne Bay)



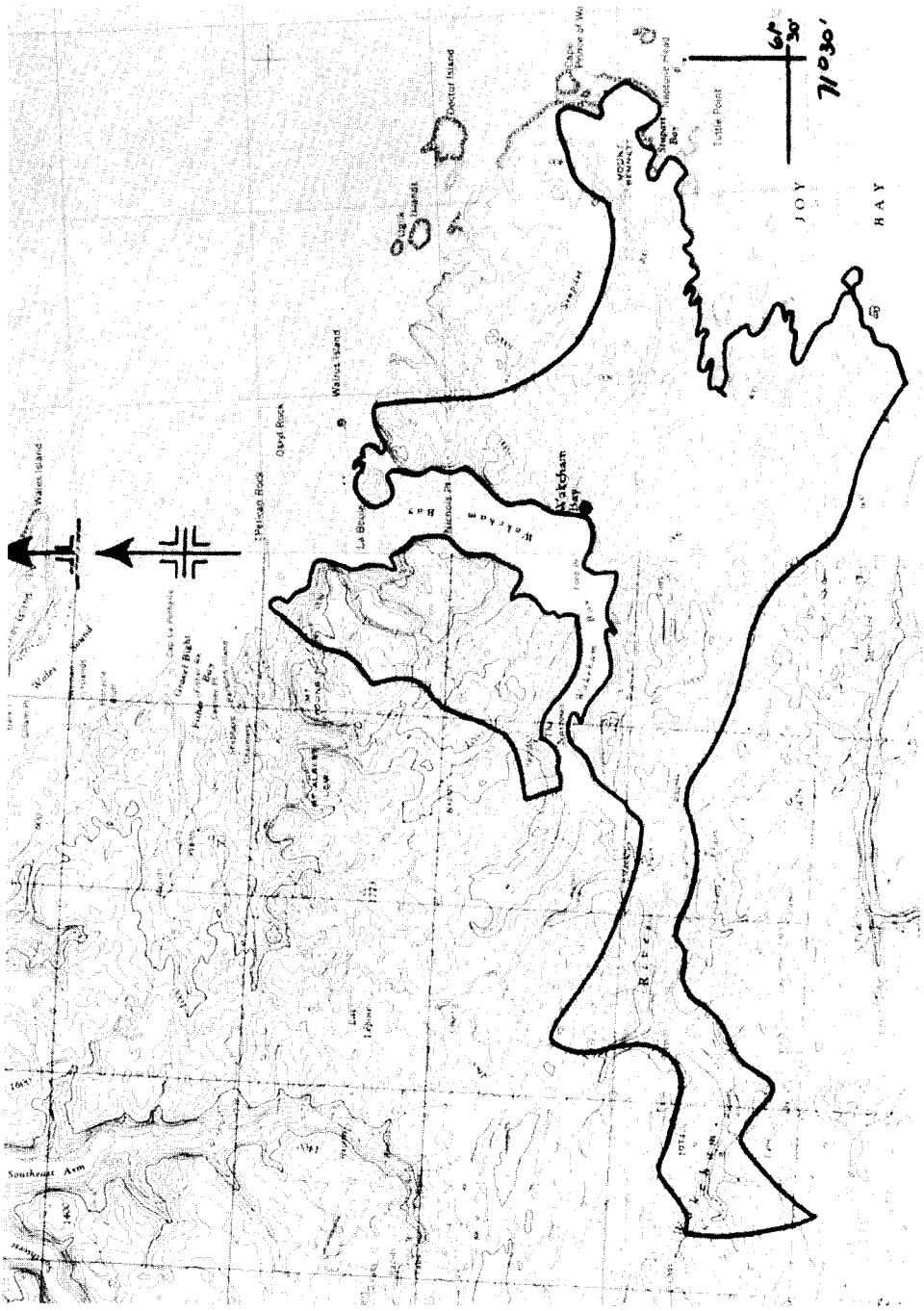
7. Koartac



Following consultation with the Inuit Community Corporation, a corridor for general access shall be allocated by such Corporation, free of charge, where needed, within the area of Category 1 special lands.

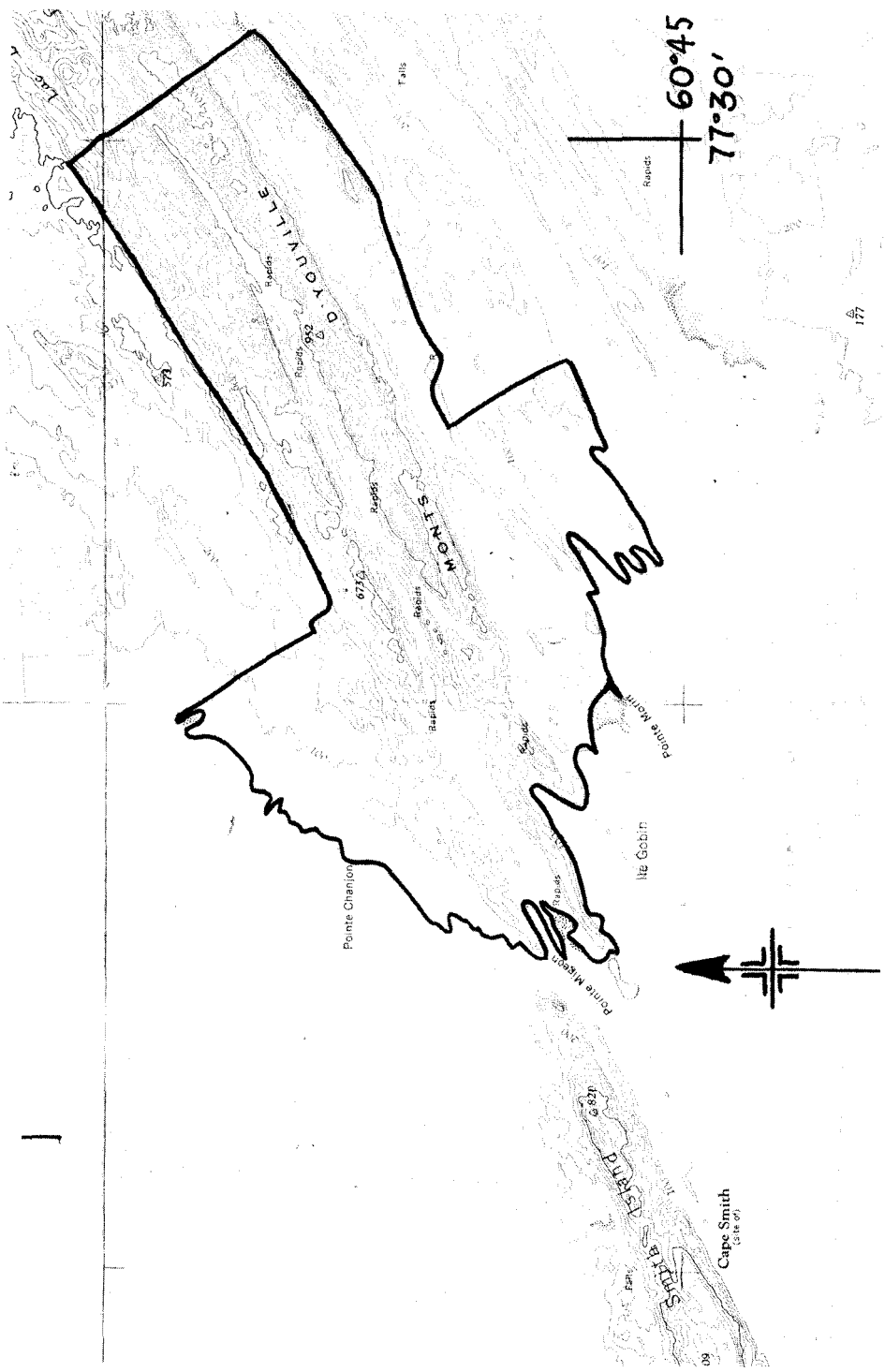
Lands removed from Category 1 for such purpose shall be replaced in accordance with Section 7.

8. Maricourt (Wakeham Bay)

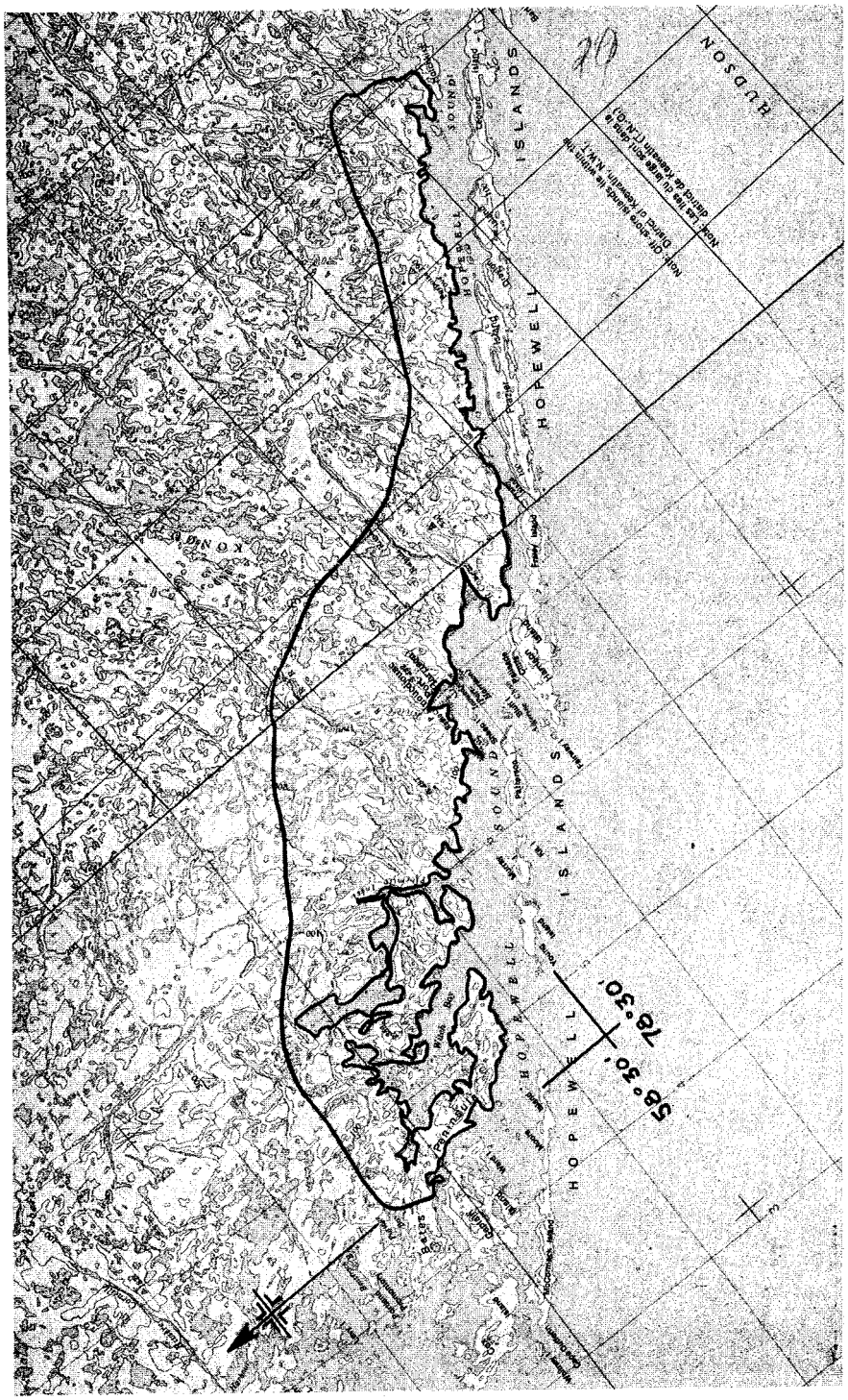


9. Saglouc

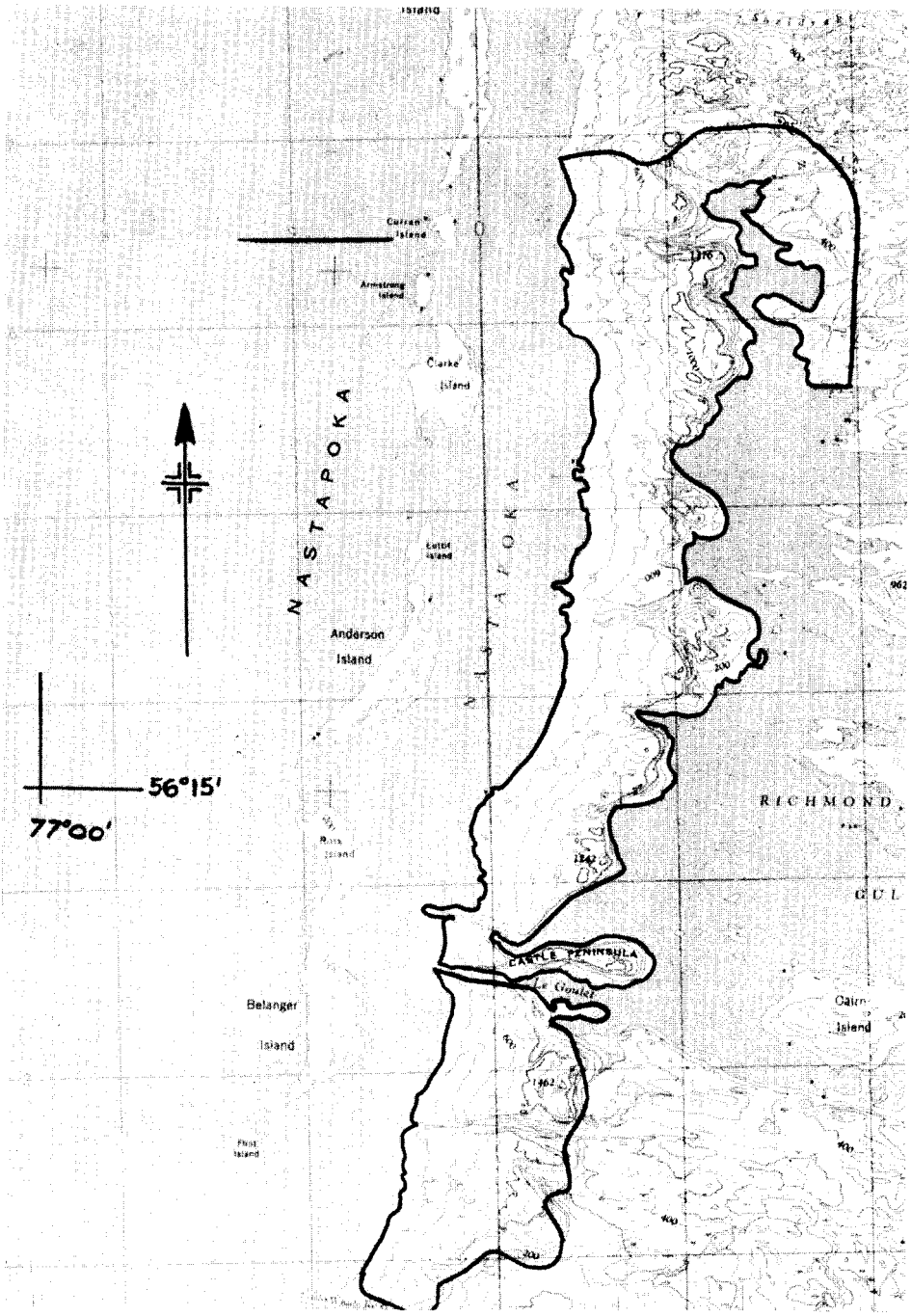
10. Cape Smith (Akulivik)



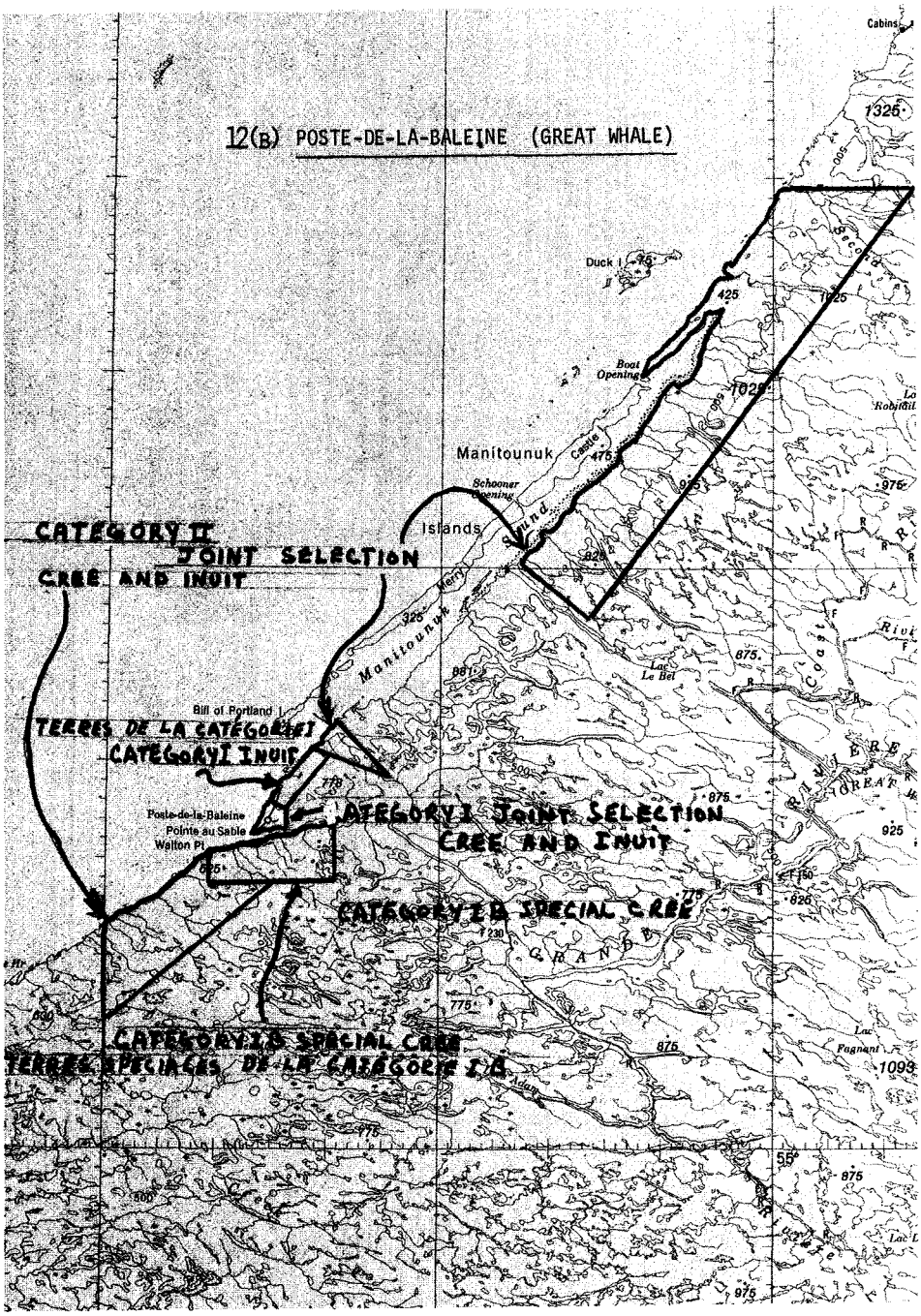
11. Inoucdjouac (Port Harrisson)



12. (A) Poste-de-la-Baleine (Great Whale)

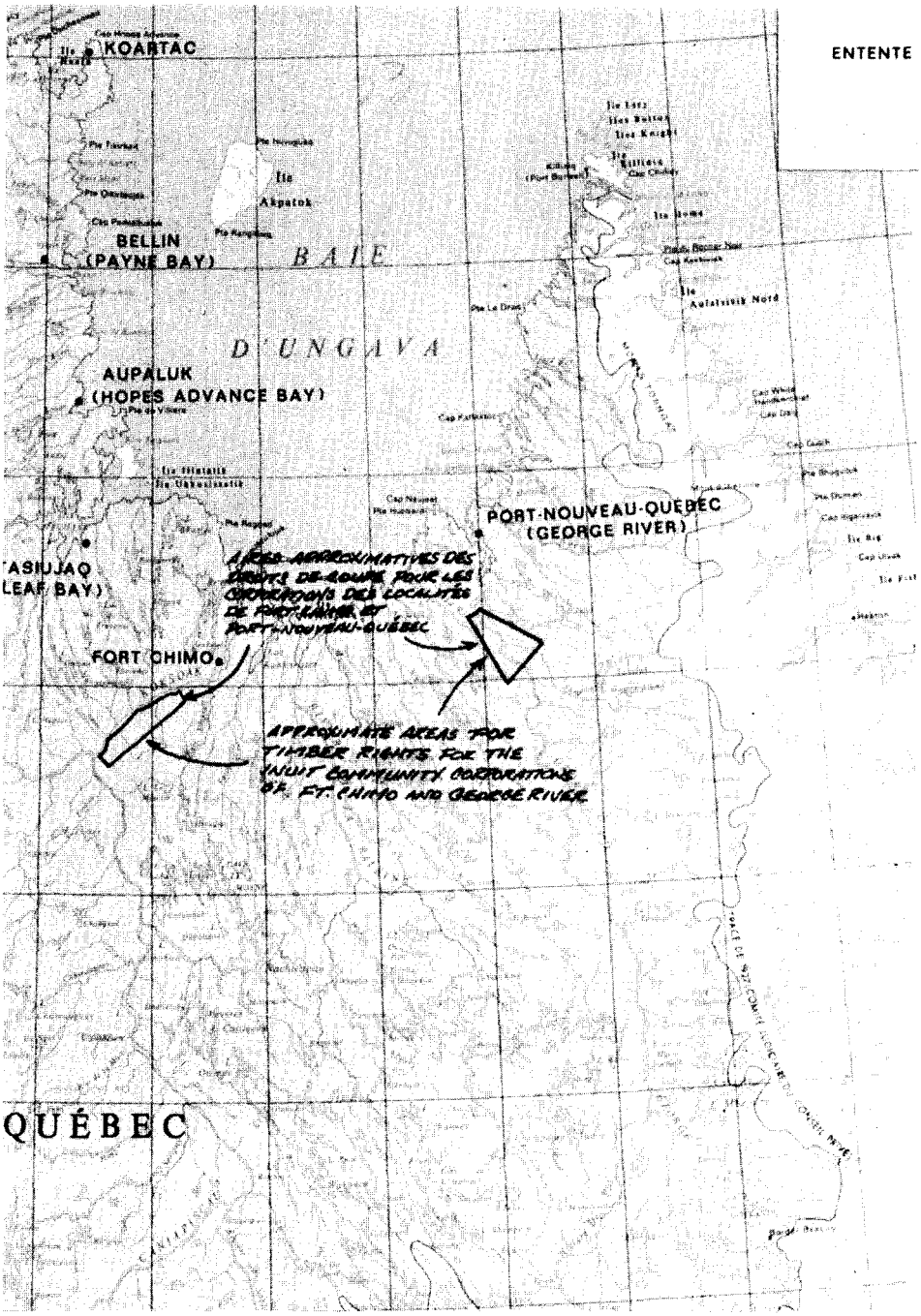


12. (B) Poste-de-la-Baleine (Great Whale)

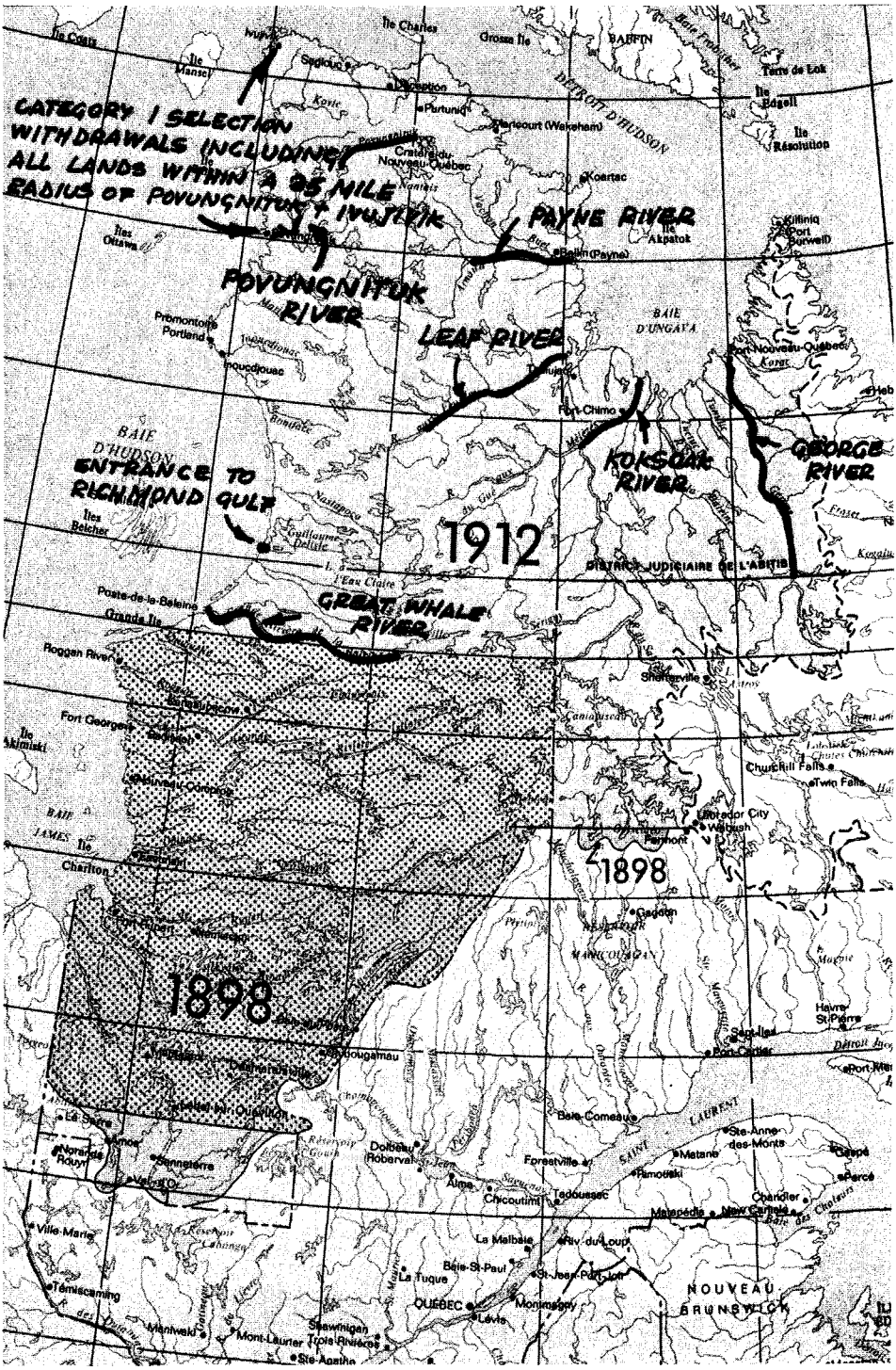


Category 11 lands, jointly selected by Inuit and Crees. Precise allocation and internal boundaries to be determined.

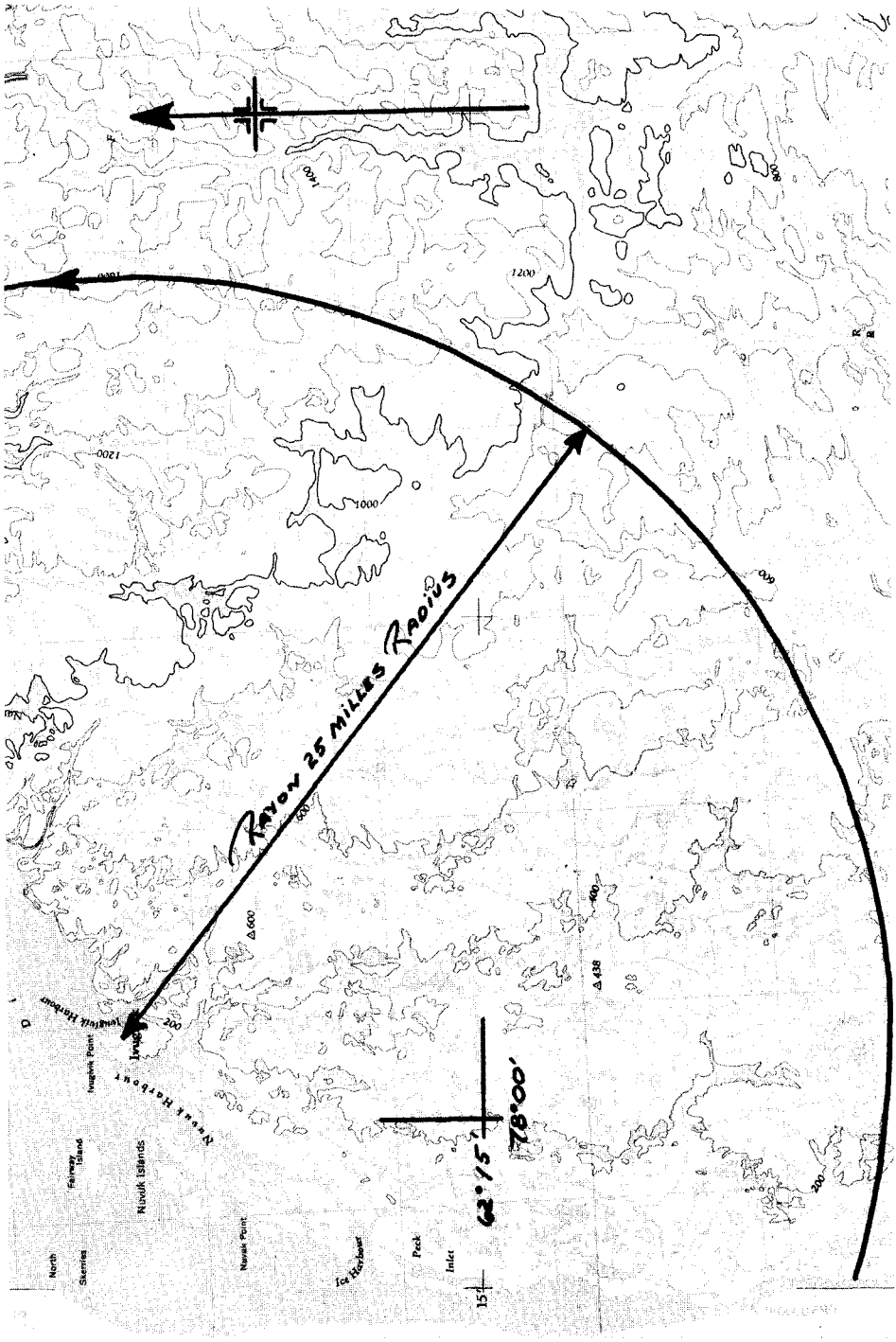
Category 1 lands, jointly selected by Inuit and Crees. Precise allocation and internal boundaries to be determined.


KOARTAC
ENTENTE
Ile Akpatok
BELLIN
(PAYNE BAY)
BAIE
D'UNGAVA
AUPALUK
(HOPES ADVANCE BAY)
PORT-NOUVEAU-QUEBEC
(GEORGE RIVER)
FORT CHIMO
APPROXIMATE AREAS FOR TIMBER RIGHTS FOR THE INUIT COMMUNITY CORPORATIONS OF FT. CHIMO AND GEORGE RIVER
QUÉBEC

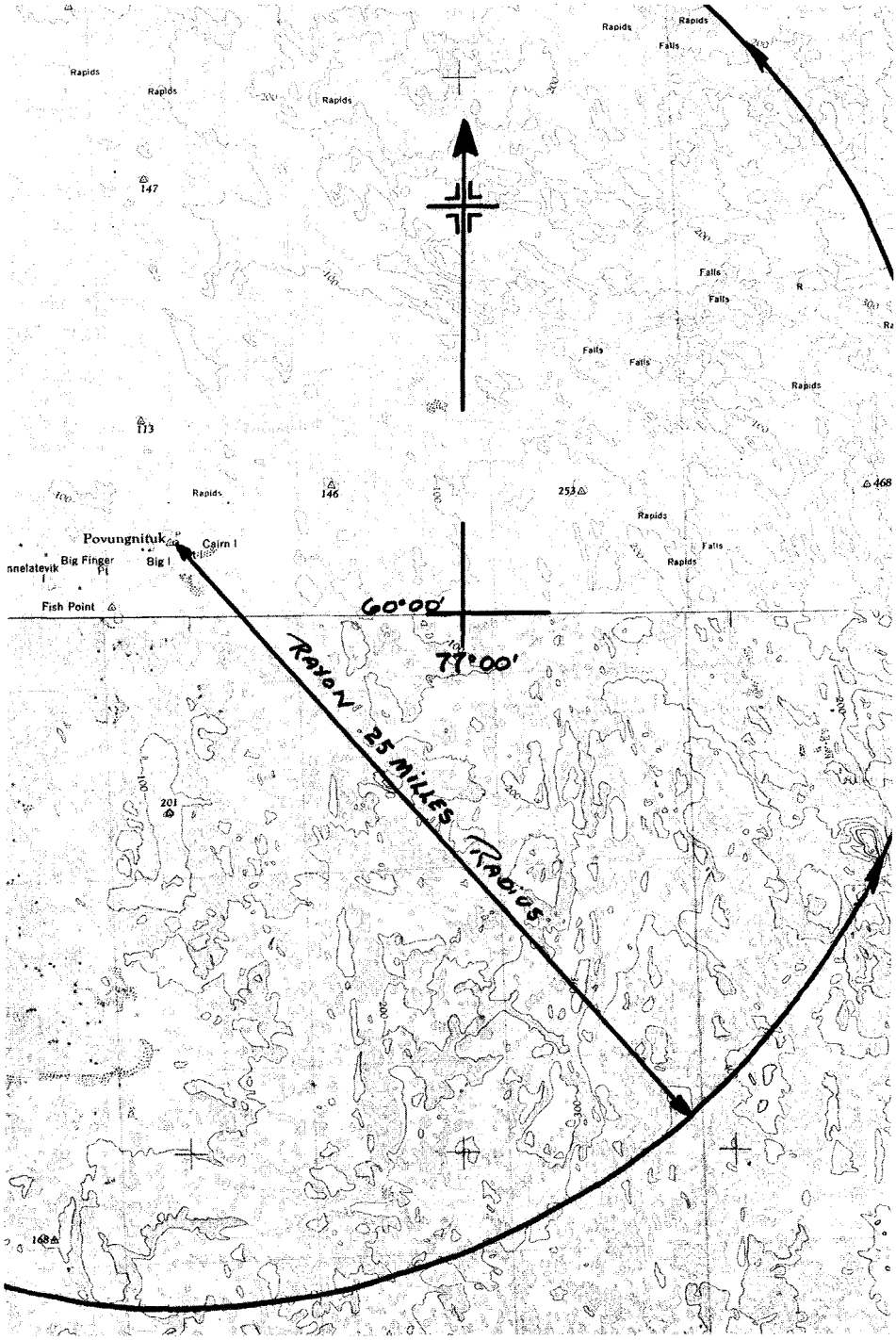
1. Indication of major rivers and general location of Category 1 selection withdrawals for Povungnituk and Ivujivik

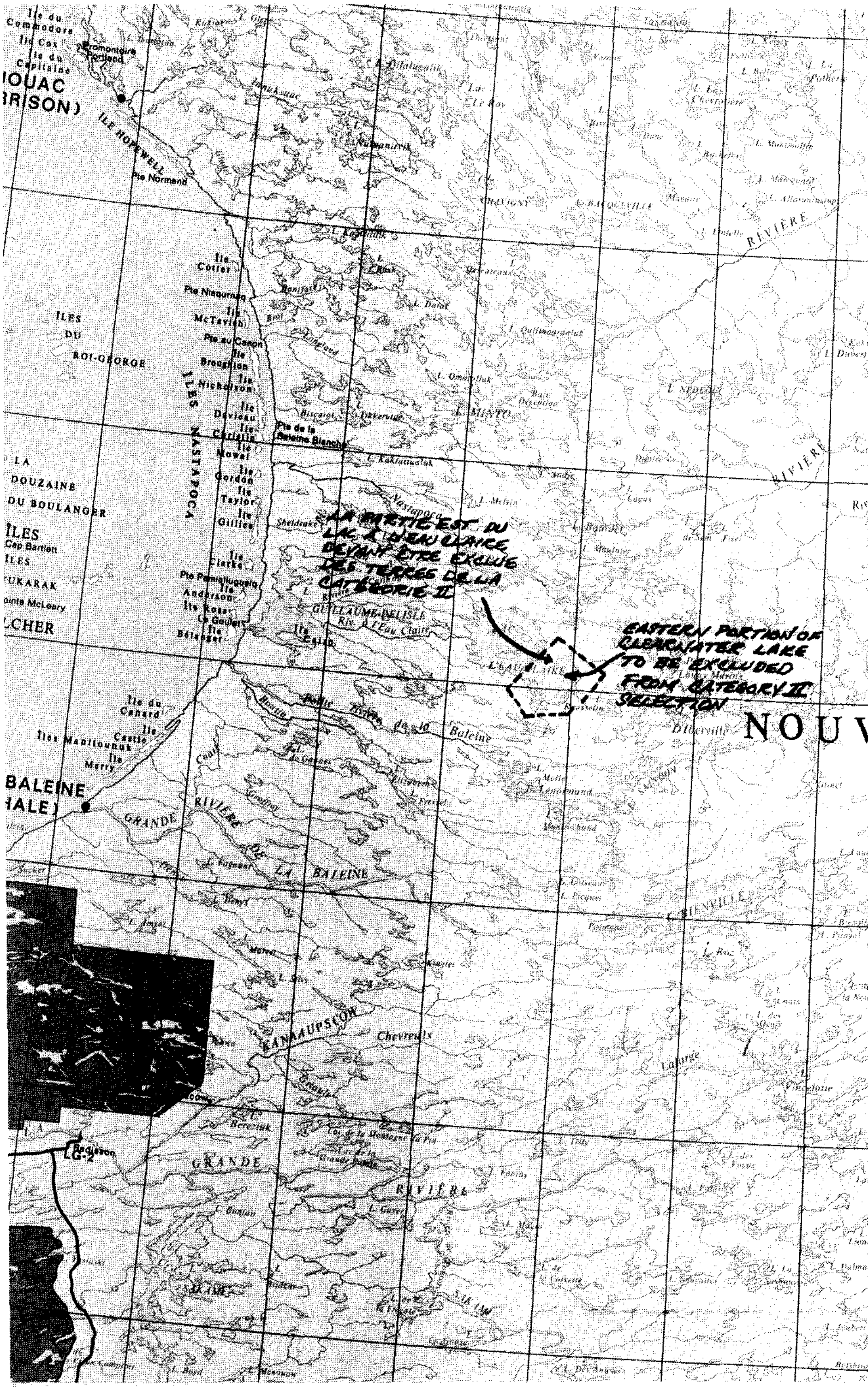


2. Ivujivik Category 1 withdrawal area (detail)



3. Povungnituk Category 1 withdrawal area (detail)




LA PARTIE EST DU LAC À L'EAU CLAIRE DEVANT ÊTRE EXCLUE DES TERRES DE LA CATÉGORIE II
EASTERN PORTION OF CLEARWATER LAKE TO BE EXCLUDED FROM CATEGORY II SELECTION
ILE HOPEWELL
ÎLES DU ROI-GEORGE
ÎLES NASTAPOCA
GRANDE RIVIÈRE DE LA BALEINE
KANAAUPSCOW
GRANDE RIVIÈRE
NOUV

7.1 Category I Lands – Inuit of Québec

7.1.1 *Definitions*

Upon the coming into force of the Agreement, Québec shall grant to the Inuit of Québec and to the Inuit of Port Burwell in ownership for Inuit community purposes tracts of land having an area of 3,130 square miles situated north of the 55th parallel of latitude.

In addition, tracts of land comprising an area of seventeen and four tenths (17.4) sq. miles situated south of the 55th parallel of latitude shall be granted to the Inuit of Fort George in ownership for Inuit community purposes as referred to in paragraph 5.1.3 except that the land regime applicable to such lands shall be the regime set forth in this Section.

The grant of Category I lands shall be subject to the provisions hereinafter set forth in this Section.

7.1.2 *Inuit Community Corporations*

An Inuit Community Corporation shall be incorporated by special legislation of the National Assembly of Québec for each of the following communities: Akulivik (Cape Smith), Aupaluk (Hopes Advance Bay), Inukjuak (Port Harrison), Ivujivik, George River (Kangirsualudjuak), Wakeham Bay (Kangirsujuak), Payne Bay (Kangirsuk), Killinek (Port Burwell), Koartak, Fort Chimo (Kuudjuak), Great Whale River (Kuudjuarapik), Fort George (Mailasikut), Sugluk (Salluit), Leaf Bay (Tasiujaq) and Povungnituk.

The members of the respective Inuit Community Corporations shall be those Inuit affiliated with each community as established by and in accordance with Section 3 of the Agreement.

7.1.3 *Title*

Title to Category I lands shall be transferred to the Inuit Community Corporations for Inuit community purposes, which shall include the use of the lands by the Inuit Community Corporations for commercial, industrial, residential or other purposes, upon the coming into force of the Agreement. Title shall not pass to the Inuit Community Corporations in those Inuit communities in which the selection of Category I lands provided for in paragraph 6.1.1 has not been completed at the coming into force of the Agreement, until the completion of such selections.

7.1.4 *Transitional Provisions*

Until the homologation of the survey of Category I lands of each Inuit Community Corporation, provided for in paragraph 6.1.3, the lands held in title by such corporations shall be described by the map identifications provided for in Section 6.

7.1.5 *Jurisdiction and Restrictions on Transfer*

Category I lands shall be under provincial jurisdiction. Category I lands or any portion thereof may not be sold or otherwise ceded except to the Crown in the right of Québec and this shall constitute a prohibition to sell or cede other than to Québec. Subject to the provisions of this Section, an Inuit Community Corporation shall enjoy the usual rights of an owner and, more particularly, may make with any person, including non-Inuit, agreements in respect of servitudes, leases and other rights of use and occupation respecting such lands.

7.1.6 *Special Category I Lands*

Within such Category I lands, there shall be Special Category I lands.

Each parcel of Special Category I lands shall be comprised of areas located along the banks of rivers or bays opposite Inuit communities, the whole as indicated on the map attached hereto as Schedule 1 to Section 6.

It is also agreed that such lands are subject to the regime for Category I lands and to the following provisions:

a) the right to establish, in addition to public servitudes in favour of public bodies, agencies and corporations, in accordance with the provisions of paragraph 7.1.10, servitudes for public purposes of Québec, its agencies and mandataries;

b) in the case of the additional servitudes for public purposes referred to in sub-paragraph a), only developments which involve an operating staff of not more than ten (10) persons per development shall be allowed;

c) the right for Québec to give the necessary authorizations for the duration of the activities referred to in sub-paragraphs a) and b);

d) notwithstanding anything herein contained, any other developments by Québec, its agencies and mandataries may be permitted with the consent of the Inuit Community Corporation concerned;

e) for the purposes mentioned above, Québec, its agencies and mandataries shall at all times have access to Special Category I lands as if they were Category II lands.

7.1.7 *Mineral Rights*

a) *General*

Minerals and Other Underground Rights. In Category I lands, Québec remains the owner of the mineral and sub-surface rights with the exception of rights already granted by the Province as of the date of execution of the Agreement.

However, no minerals or other sub-surface rights can be obtained, extracted, mined or exercised from or with respect to all Category I lands without the consent of the interested Inuit Community Corporation with rights over such lands and only upon payment of compensation agreed upon for the use of rights over such lands.

b) *Existing Mineral Rights*

Lands within the areas of Category I lands as shown on the attached maps but which are presently the object of mining claims, development licences, exploration permits, mining concessions and mining leases and other similar rights as presently defined in the Québec Mining Act, shall be Category III lands. However, Québec undertakes upon the expiry of these rights, or any renewal thereof, to transfer the ownership of such Category III lands to the Inuit Community Corporation concerned. If any part of such lands are taken for development under the Québec Mining Act, Québec will replace the land taken in accordance with the procedure set out for the replacement of Category II lands.

Québec undertakes to provide to the Inuit of Québec, within ninety (90) days of the execution of the Agreement, a list of the mining claims, development licences, mining concessions, mining leases, exploration permits, referred to above, within Category I lands along with the names of the holders thereof, the dates the rights were granted, the nature of the rights and the date of their expiry.

The areas of land covered by such existing mining claims, development licences, exploration permits, mining concessions and mining leases surrounded by Category I lands have been included in the calculation establishing the total area of 3,130 square miles of Inuit Category I lands.

The carrying out of work resulting from mineral rights granted prior to the execution of the Agreement on lands surrounded by or adjacent to Category I lands shall be as dealt with in paragraph 7.1.12b as on other Category III lands. For the purposes contemplated by Division XXII of the Québec Mining Act, the holders of such rights requiring the use of adjacent Category I lands may use the adjacent or surrounding Category I lands to the extent necessary to exercise their rights, subject to the provisions of paragraph 7.1.12b below. Such works may include mining operations mentioned in that paragraph. Land used pursuant to the provisions of this paragraph shall be replaced in accordance with the procedures set out for the replacement of Category II lands.

All mining exploration and operations undertaken on or over Category I lands or immediately adjacent lands, or on lands within the exterior boundaries of Category I selections, shall be subject to the provisions of the Environmental and Social Protection Regime established by and in accordance with Section 23. The impact assessment shall include proposals for a land use and reclamation plan.

7.1.8 *Existing Third Party Interests*

Lands ceded to third parties by letters patent or owned by third parties prior to the execution of the Agreement shall be Category III lands.

The holders of leases or occupation permits granted by Québec before the date of execution of the Agreement over Category I lands may continue to exercise such rights for the purposes for which such rights were granted as if the lands over which the said rights are granted were Category III lands and upon the terms and conditions of the said leases or permits until the termination of the period fixed for the exercise of such rights, unless such rights are renewed by Québec. Québec undertakes, prior to the renewal of such leases or permits, to take into consideration the zoning plan of the municipality within the boundaries of which such lands are located. The municipality undertakes to take into consideration all existing leases and permits when establishing a zoning plan.

Any rents or fees payable for such rights to Québec shall, from the coming into force of the Agreement, be remitted by Québec to the Inuit Community Corporation concerned.

Subject to the above, where such lands are situated within the boundaries of a municipality, the by-laws of such municipality shall apply to such lands and to the holders of rights therein. Such persons shall have a right to all services of a municipal nature which are offered by the local municipal government on the same terms and conditions, the whole subject to the rights of such persons and the exercise of the same.

7.1.9 *Governmental Interests*

Main roads within Category I lands shall be Category III lands. Other existing roads within the Inuit Communities, as well as branch roads within Category I lands and leading to the Inuit communities, shall be Category I lands, but the general public shall be granted access over such roads.

The areas covered by existing landing strips, airport installations, hydroplane bases and maritime structures within Category I lands are excluded from Category I lands and shall be Category III lands.

The seashore, beds and shores of the lakes and rivers identified in the map identifications attached as Schedule 3 of Section 6 and forming an integral part hereof shall be excluded from Category I lands with respect to the shore line of such lakes and rivers and lands on both sides of such rivers and around such lakes for a distance of two hundred (200) feet shall be Category II lands. The aforesaid two hundred (200) foot restriction shall not apply for a distance of one mile in both directions along the shore line from the centre of the Inuit Community concerned.

Notwithstanding that the said lands within the two hundred (200) foot restriction remain Category II lands held by the Crown in right of Québec, the regime established herein for Category I lands shall apply to such lands except that persons navigating such rivers, lakes and seashores or travelling through such lands shall have access to such lands. Such lands shall be included in the calculation establishing the total area of Category I lands.

In front of Category I and Category II lands, the intertidal zone may be Category II lands. In front of Category III lands, the intertidal zone will remain Category III lands.

7.1.10 *Public Servitudes*

A) *General*

Category I lands are subject to public servitudes established by Québec or its agents or mandataries in the cases set forth in paragraphs b), c) and d) below, subject to the terms and conditions and to the provisions for compensation mentioned herein and subject to compensation in an equivalent amount of land or in money at the option of the Inuit Community Corporation concerned unless for services of direct benefit to Category I lands or to such Inuit community.

Consequently, all public bodies, agencies and corporations authorized by law will be allowed to expropriate for the purpose of establishing the following public servitudes, subject to the conditions mentioned below:

a) infrastructures such as roads, bridges, airports, maritime structures and protection and irrigation facilities;

b) local services such as water systems, sewers, purification plants, treatment plants, fire protection and other services generally provided by municipal governments;

c) public utilities such as electricity, gas, oil, telecommunications and telephones;

d) servitudes of gas or oil pipelines or transmission lines which shall be subject to the following conditions:

i) the pipelines or transmission lines shall be situated as far away as possible from the Inuit community concerned, taking into account all circumstances, and in all cases at a distance of at least five (5) miles from the centre of the said community;

ii) land taken for such purposes shall be replaced or compensated in all cases subject to the conditions of the first sub-paragraph of the present paragraph.

e) other servitudes of a similar nature established by law.

No public servitudes other than those for local purposes shall be erected on Category I lands wherever a reasonably economical alternative exists for such public servitudes on Category III or Category II lands.

In the case of the expropriation of Category I lands for public servitudes, compensation in lands or money, at the option of the Inuit Com-

munity Corporation concerned, must be effected, except in the case of public servitudes involving services of direct benefit to Category I lands or the Inuit Community concerned. Direct benefit would be determined with respect to the potential use by and/or future advantages to the Inuit community itself or the benefit to Category I lands.

Where it is not otherwise possible for Québec to establish a public servitude to achieve the above without a full use and taking of the land, Québec shall have the right to expropriate in full ownership for the purposes of the present paragraph and paragraph 7.1.6, subject to the other provisions of this Section.

All proposed public servitude shall be subject to the Environmental and Social Protection Regime established by and in accordance with Section 23 of the Agreement.

B) *Direct Benefit*

Public servitudes considered to be of direct benefit to Category I lands or the Inuit Community concerned would include servitudes involving public services expressly requested by the Inuit Community, essential services for the Inuit Community provided such services are used by the Inuit residents of the community and services designed to enhance the quality of life of the Inuit inhabitants of the community.

Such servitudes would include, but not necessarily be limited to, such things as local services generally provided by municipal or local governments and by public utilities, local roads and bridges and community airports.

In all other cases not covered by the Agreement, burden of proof in establishing the direct benefit to the Category I lands of the community shall lie upon Québec.

In all cases, the Inuit Community shall have the right and opportunity to contest, in accordance with the procedure hereinafter set forth, whether a particular public servitude involves services of direct benefit to Category I lands or to the Inuit Community.

C) *Compensation in Land or in Money*

In the case of a servitude recognized not to be of direct benefit to Category I lands or to the Inuit Community, there shall be compensation in an equal amount of lands or, at the option of the Inuit, in an amount of money and/or lands. However, such compensation shall be by replacement of land only when such servitudes effectively withdraw portions of Category I lands from the use or enjoyment of the Inuit Community concerned.

If the Inuit Community Corporation chooses compensation in the form of land, the Inuit Community Corporation shall indicate its selection preference to Québec after notification by Québec of a decision to proceed with the proposed public servitude.

If necessary, Québec shall then propose to the Inuit Community Corporation, taking into consideration the Inuit Community Corporation's pref-

erence, an area with similar characteristics to the Category I lands taken, insofar as is possible, and contiguous to the location of the Category I lands subject to the servitude. Such area proposed as replacement land shall be double the size of the land to be replaced. The community shall be then entitled to choose from this area a piece of land equal in size to that land taken away for the purposes of the public servitude.

This procedure will precede the taking of land for a servitude or any construction related to the servitude. However, a time limit of one hundred and twenty (120) days shall be allowed for this procedure, provided that the taking of the land for the servitude or any construction related to the servitude may proceed after sixty (60) days.

If there is no agreement on the choice of the replacement land within the period of one hundred and twenty (120) days and provided there is no contestation of the right to take the servitude, the compensation would then have to take the form of money.

If there is no agreement between the Inuit Community Corporation and Québec respecting the determination of what is direct benefit to an Inuit Community or if the Inuit Community Corporation, instead of compensation in the form of land, chooses compensation in the form of money and the parties are unable to agree as to what is adequate compensation, the decision as to whether the servitude is of direct benefit and the amount of compensation shall be fixed by the Expropriation Tribunal of Québec, unless the parties agree to submit the matter to binding arbitration.

D) *Other*

Any land effectively withdrawn from Category I lands for the purpose of establishing a servitude which has been compensated for in the form of land or money will be classified as Category III lands. In the case of a servitude not effectively withdrawing the use of the land, such land shall remain Category I land.

If the holder of the servitude no longer requires such servitude, the Inuit Community Corporation concerned shall have the option to have the land formerly subject to such servitude reclassified as Category I lands provided that the land which was allocated to the community as compensation, if such was the case, reverts to Québec to be reclassified as Category II or Category III lands depending on its status before the said land was used for compensation.

Unless the Inuit of Québec are compensated in money in respect of expropriations by Québec and subject to expropriation by Canada and the provisions of paragraph 7.1.12 a), the total area of Category I lands shall never be less than 3,130 square miles without the consent of the Inuit or exceed 3,130 square miles without the consent of Québec.

In respect to the above public servitudes, and servitudes for public purposes, and subject to the consent of the Lieutenant-Governor in Council, all public bodies, agencies and companies which now have or will have such powers defined in present or future laws of Québec will be able to establish such servitudes.

7.1.11 *Public Utilities*

Present and future public utilities will continue to remain the responsibility of competent authorities acting in accordance with provincial and federal statutes and regulations and applicable local by-laws.

7.1.12 *Future Occupation by Québec and Third Parties*

a) *Québec and Its Representatives*

If appropriate Crown land is not available within Category I lands, lots within the said Category I lands shall be allocated at nominal cost by the Inuit Community Corporation to the appropriate authorities for community services supplied by Québec, its agents or mandataries, such as roads, schools, hospitals, police stations and telecommunications by lease, servitude, cession or other similar contract.

b) *Mining Explorations and Operations Under Existing Rights*

Where lands which are the object of existing mining claims, development licences, exploration permits, mining concessions, mining leases and other similar titles pertaining to minerals as defined in the Québec Mining Act are surrounded by or adjacent to Category I lands, the owners of these rights or titles for the purpose of exercising the said rights shall have the right to use Category I lands, but only to the extent necessary in order to carry out their exploration or mining operations in accordance with Division XXII of the Québec Mining Act. Nonetheless, the appropriation of the lands required for such purposes shall be done by temporary servitudes only. The indemnity to be paid to the Inuit Community Corporation by Québec for the use (other than for exploration) of such Category I lands will be equivalent replacement land. In the case of exploration, the compensation to be paid to the Inuit Community Corporation by Québec for the use of such Category I lands shall be the equivalent to what is being paid to Québec for the use of surface rights on Crown lands in similar cases.

In the event that areas of lands contemplated in the immediately preceeding paragraph are developed as provided hereinabove, the Inuit Community Corporation concerned shall have the right to the replacement, notwithstanding paragraph 7.2.3, of an equivalent area of land in the same manner as set forth in the procedure for the replacement of Category II lands in the case of development.

In regard to lands which will be the object of mining claims, development licences, exploration permits, mining concessions, mining leases and similar titles in the future, except the lands presently covered by any such titles which shall be governed by the special provisions hereinabove set forth, the exercise of any rights in or over Category I lands, shall be subject to the general regime set forth in this Section.

All mining exploration and operations undertaken on or over Category I lands or immediately adjacent lands, or on lands within the exterior

boundaries of Category I selections, shall be subject to the provisions of the Environmental and Social Protection Regime established by and in accordance with Section 23 of the Agreement. The impact assessment shall include proposals for a land use and reclamation plan.

7.1.13 *Expropriation by Canada*

Notwithstanding the Expropriation Act of Canada, no Category I lands may be expropriated by Her Majesty in right of Canada without the prior consent of the Governor in Council.

Subject to the foregoing, nothing in the Agreement shall be interpreted as in any way limiting the power of Canada to expropriate for public purposes.

7.1.14 *Consultation*

Where an Inuit Community Corporation permits third parties to occupy Category I lands for projects of regional or provincial interest it shall first consult with Québec and the regional government concerned.

7.1.15 *Future Mineral Rights*

a) *General*

Any future exploration or exploitation of minerals within Category I lands, other than the exploration or exploitation under rights existing prior to the Agreement including the right to explore and mine extension of mineralization around the lands subject to such existing rights and subject to the provisions referred to in sub-paragraph 7.1.12b) of this Section, shall only be permitted with the consent of the Inuit Community Corporation holding the rights to the lands affected. Moreover, specific authorization from the Québec Government according to conditions specified in Québec mining laws and regulations, shall be required before any mining rights may be acquired.

b) *Steatite (Soapstone), Gravel and Other Similar Substances*

Deposits of steatite (soapstone) or other similar substances used for traditional arts and crafts will belong to the respective Inuit Community Corporations.

Permits must be obtained by the Inuit Community Corporation from the Department of Natural Resources for the use of gravel and other similar materials generally used for earthworks and general construction for personal and community use. However, the Department of Natural Resources may not withhold such permits provided all the regulations are observed. The duties provided for under any applicable provincial legislation shall not be collected.

7.1.16 *Access*

Save where derogated from in this Section, Québec laws and regulations of general application shall govern access to Category I lands.

In addition, the following provisions shall apply to access to Category I lands:

i) the general public will have access to all roads, arteries, airports, bridges, public seaplane bases, wharves, harbours, principal rivers and lakes indicated in Schedule I to Section 6 and public buildings and lands used for public purposes;

ii) persons involved in the construction, installation or operation of public servitudes and public utilities on or adjacent to Category I lands. Such right shall be exercised only to the extent required for such purposes;

iii) persons involved in public administration or in rendering public services or engaged in technical surveys for public purposes on or adjacent to Category I lands, to the extent required for such purposes;

iv) owners of any mineral or ancillary rights granted on or with respect to Category I lands and in respect to lands surrounded by Category I lands and persons engaged in the exercise thereof, to the extent required for such exercise;

and such other persons as are authorized by the Inuit Community Corporation.

Non-Native people presently residing in Category I lands shall have the right to remain until the expiration of their rights of occupancy or residency on such lands.

7.1.17 *Taxation*

Vacant Category I lands held by the Inuit Community Corporation shall not be subject to realty, water, business or school taxes.

7.1.18 *Exchange of Lands*

Except as otherwise provided, where lands originally selected as Category I lands are expropriated or otherwise withdrawn from the use and enjoyment of the Inuit, such lands, when no longer required for the purposes for which they were expropriated or withdrawn, shall, at the option of the Inuit Community Corporation, be reclassified as Category I lands in exchange for the Category I lands obtained as compensation or, with the agreement of Québec, for an equivalent amount of other Category I lands.

Lands within a five (5) mile radius from each community which for any reason are not selectable as Category I lands may, at the option of the Inuit Community Corporation, and with the agreement of Québec, when such

reason ceases to exist, be reclassified as Category I lands in exchange for an equivalent amount of Category I lands situated outside the five (5) mile radius.

7.2 Category II Lands

7.2.1 *Definition*

Category II lands will comprise 35,000 square miles in the Territory north of the 55th parallel of latitude (of which 1 600 square miles shall not form part of the present regime and shall not be selected by the Inuit. These lands may, in the event of an agreement, be used by the Naskapi after having been selected by agreement with Québec), where the Inuit shall have the exclusive right of hunting, fishing and trapping and other rights established under Section 24 of the Agreement. Other uses of Category II lands for purposes other than hunting, fishing and trapping shall be subject to the provisions set forth below.

In addition, the Inuit of Fort George shall have the right to select 231 square miles as Category II lands south of the 55th parallel of latitude out of the Category II lands allocated to the James Bay Crees. Such selection shall be by mutual agreement of the Inuit and the Crees of Fort George. Part of the said Category II lands shall be allocated to the Crees of Great Whale River as provided in paragraph 8.3 of Annex 1 of Section 4.

Category II lands shall remain under provincial jurisdiction.

7.2.2 *Third Party Interests*

The lands already ceded to third parties in ownership prior to the execution of the Agreement shall be excluded from Category II lands.

Moreover, lands within the area of the said Category II lands which are subject to rights already ceded to third parties prior to the execution of the Agreement by way of leases or occupation permits, mining concessions and mining leases shall be Category III lands. At such time as the said rights revert to the Crown such lands shall be Category II lands.

Moreover, existing roads, landing strips, airport installations, seaplane bases and maritime structures shall be Category III lands and as such shall be excluded from the administrative regime applicable to Category II lands. The large bodies of water surrounded fully or partially by Category II lands but excluded from Category II lands shall be identified provisionally in Schedule 4 of Section 6.

7.2.3 *Development*

Category II lands may be appropriated by Québec for development purposes provided such lands are replaced, or if the Native people wish and an agreement can be reached thereon, they are compensated.

Unless such activities are directly related to pre-development, the

rights or the exercise thereof of non-Native people in respect to their lawful activities shall be controlled by Québec through appropriate legislation or regulations and reasonable enforcement machinery if they interfere or could reasonably be expected to interfere with the rights granted to Native people under Section 24 of the Agreement.

For the purposes of the Agreement in respect to Category II lands, "development" shall be defined as any act or deed which precludes hunting, fishing and trapping activities by Native people except for pre-development; and "pre-development" shall be defined as any act or deed of an exploratory nature exercised during a limited time with a view to decide if development will take place or not.

Except if otherwise provided herein, in the case of development, should the Inuit Community Corporation concerned choose replacement of land, such corporation shall indicate its preference to Québec as soon as the decision to proceed with the development is taken.

If there is no agreement in respect to the choice of land, Québec shall then propose to the Inuit Community taking into consideration the Inuit Community's preference, an area with similar characteristics, insofar as is possible, to Category II land and contiguous to the location of the Category II lands subject to the replacement. Such area proposed as replacement shall be double the size of the land to be replaced. The Inuit Community shall then choose from this area a piece of land contiguous to the Category II land and equal in size to that land effectively taken away for the purposes of such development as full compensation for the land taken away. Compensation may also be made by money payments mutually agreed upon.

This procedure will precede the taking of land for development or any construction related thereto. However, a time limit of one hundred and twenty (120) days shall be allowed for this procedure, provided that the taking of the land for the development or any construction related to such development may proceed after sixty (60) days.

Such development shall be subject to the Environmental Regime set forth in Section 23 of the Agreement.

7.2.4 *Public Servitudes*

All public servitudes established on Category II lands shall be without payment of compensation.

7.2.5 *Natural Resources*

a) *Minerals and Other Underground Rights*

Mineral exploration, technical surveys, mapping and diamond drilling activities may be carried out without replacement of lands and without payment of indemnity. Such activities must be carried out so as to avoid unreasonable conflict with harvesting activities.

b) *Steatite (Soapstone)*

Every Inuk or Inuit Community Corporation may acquire without cost from the Department of Natural Resources a permit for the acquisition of steatite (soapstone) for use in traditional arts and crafts. Areas subject to such permits shall be marked by the Inuit or the Inuit Community Corporations in a manner similar to that used in claim staking.

Such areas will have to be restricted to the outcrops easily accessible to the Native people. Furthermore, the right to the soapstone will always be subordinated to the rights to other mineral substances, in such a way that it will not prevent possible mining developments on such areas.

c) *Forests*

Forestry operations on Category II lands will be defined according to management plans elaborated by Québec, which plans take into consideration the hunting, fishing and trapping activities.

7.2.6 *Access*

Subject to the rights of the Inuit of Québec under Section 24 of the Agreement, persons exercising a right compatible with such rights of the Inuit of Québec, as well as persons exercising some duty imposed by law, shall have access to Category II lands, may remain thereon and erect construction thereon. The exercise of such rights shall be subject to the general restrictions of law and the provisions of this Section of the Agreement and shall be subject to the following additional restrictions:

a) *Tourism and Recreation*

Subject to the rights of non-Inuit set forth in the Hunting, Fishing and Trapping Regime, non-Inuit will not be allowed to hunt or fish in Category II lands, except with the consent of the Inuit.

b) *Exploration, Pre-Development Activities, Scientific Studies and Administrative Activities*

Persons wishing to carry out exploration, pre-development activities, scientific studies or administrative activities shall be required to obtain an authorization for such activities from Québec. Every request for such authorization shall include the following information: the objective, the approximate number of persons involved, the nature and importance of the work to tbe effected, the duration of such work and a description of the installations involved.

The Inuit shall be advised of the information so given to Québec as soon as is reasonably possible.

However, works which do not involve substantial operations on the field, such as geoscientific works and mining exploration of the type prov-

ided for the Québec Mining Act will not be subject to the presentation of the information nor the obtaining of the authorization mentioned above.

All such works shall be undertaken in such a manner as to avoid unreasonable conflict with the rights of the Inuit of Québec under the Hunting, Fishing and Trapping Regime.

7.3 Category III Lands

7.3.1 Rights of access to Category III lands shall be in accordance with legislation and regulations concerning public lands.

The regime for the use of soapstone in Category III lands shall be that applicable, mutadis mutandis, to Category II lands.

7.4 *Development*

7.4.1 Notwithstanding anything else contained in the Ageement, Québec and Hydro-Québec, and their nominees and such other persons acting lawfully authorized shall have the right to develop the land and resources in Category III lands and also, for the purpose of development, Québec has the right to take Category II lands subject to the replacement or compensation as specified in this Section and such Category II lands shall then become Category III lands.

More particularly, the rights and guarantees given to the Native people by and in accordance with Section 24 of the Agreement shall be subject to the right to develop Category III and Category II lands on the part of Québec and Hydro-Québec and their nominees and such other persons as may be lawfully authorized.

However, the developers shall be submitted to the Environmental Regime which takes into account the Hunting, Fishing and Trapping Regime.

7.4.2 Subject to laws and regulations of general application except as hereinafter provided in paragraph 7.4.3, Québec, Hydro-Québec and all public bodies, agencies and corporations authorized by law to modify or regulate the flow of rivers of Categories II and III lands even if such rivers are flowing through or adjacent to Category I lands or have downstream effect on the part of such rivers included within Category I lands, subject to the following provisions:

a) the flow regime shall not be modified in such a way as to increase the water level above the highest previously recorded water level of the river;

b) for the purposes of establishing or exercising the servitudes contemplated by Sub Section 7.1.10 of this Section, the water level may be raised above the highest recorded level subject to the provisions of this Section;

c) if shore facilities or other installations or rights in connection therewith are affected by the change of water level, Québec, Hydro-Québec or the public bodies, agencies or corporations shall be responsible for actual damages to such facilities, installations or rights in connection therewith.

The special provisions of Section 8 of the Agreement shall take precedence over the provisions of the present Sub Section.

7.4.3 Québec, Hydro-Québec and the said public bodies, agencies or corporations shall not be required to expropriate lands needed for the purposes contemplated in paragraph 7.4.2 nor to obtain any consent otherwise required for the utilization of such lands for the above purposes.

7.5

The provisions of this Section can only be amended with the consent of Québec and the interested Native party.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec.

8.1 Project Descriptions

8.1.1 *Definitions*

a) *Definition of MSL*

Elevations referrred to as "above MSL" for the purposes of this Section of the Agreement shall mean "above mean sea level geodesic" as determined by official surveys.

b) *Definition of Elevations*

All elevations designated in this Section of the Agreement are referenced to present bench marks and shall be subject to adjustment should later official surveys modify the elevations of above MSL of said bench marks provided such adjustments do not alter the real levels intended for the purposes of this Section of the Agreement.

c) *Definition of Crees and Inuit*

For the purposes of this Section, Crees shall mean those persons who qualify as Cree in Section 3 of the Agreement as well as the Inuit ordinarily resident in Fort George, and Inuit shall mean those persons who qualify as Inuit in Section 3.

d) *Schedules*

Schedule means a document attached to this Section and forming part thereof as if repeated at length in the body of the text of this Section.

e) *SOTRAC*

SOTRAC means a corporation established in Sub-Section 8.9 known under the French name of "La Société des Travaux de correction du Complexe La Grande" and under the English name of "La Grande Complex Remedial Works Corporation".

f) *Société d'énergie de la Baie James*

means La Société d'énergie de la Baie James and/or Hydro-Québec.

g) *Grand Council of the Crees (of Québec)*

means the Grand Council of the Crees (of Québec) or the Cree Regional Authority.

h) *Northern Quebec Inuit Association*

means the Northern Quebec Inuit Association or its successor.

i) *Fort George Island*

means the island where the Fort George community is presently located.

8.1.2 *Le Complexe La Grande (1975)*

La Société d'énergie de la Baie James and Hydro-Québec may construct, operate and maintain Le Complexe La Grande (1975) substantially as described herein, in whole or in part, with or without LA 1 and EM 1, at their option.

The components of Le Complexe La Grande (1975) which are constructed shall substantially conform to and be those components contemplated by the Description Technique – Le Complexe La Grande (1975) dated October 20, 1975 attached hereto as Schedule 1 of this Section of the Agreement.

The parties to the Agreement acknowledge that the Le Complexe La Grande (1975) is already under construction and therefore shall not be subject to the environmental regime established by the Agreement and further agree not to take any actions whatsoever which would prevent the construction of the said complex.

No dam or powerhouse shall be constructed on the La Grande River between the estuary and the LG 1 powerhouse site on the said river without the consent of the Fort George Band Council. However, this shall not prevent the construction of dams or river works as remedial works for potential negative impacts of Le Complexe La Grande (1975).

8.1.3 *Other Projects*

It is recognized that there exists a possibility of future hydroelectric developments in the Territory. Studies are being carried out in relation to the N.B.R. Complex dealing with the development of the Nottaway, Broadback and Rupert Rivers hereinafter referred to as the N.B.R. Complex and in relation to the Great Whale Complex for the development of the Great Whale, Little Whale and Coast Rivers hereinafter referred to as the Great Whale Complex.

It is agreed that these known projects and any additions and/or substantial modifications to Le Complexe La Grande (1975), if built, shall be considered as future projects subject to the environmental regime only in respect to ecological impacts and that sociological factors or impacts shall not be grounds for the Crees and/or Inuit to oppose or prevent the said developments.

Notwithstanding the land regime established in Section 5 of the Agreement, the following provisions shall apply to the said developments, if built and the interested parties agree to execute the necessary docu-

ments to give effect to such provisions as may be required from time to time.

a) *Mistassini Lake Area*

The Mistassini Lake may be used as a reservoir for the N.B.R. Complex.

The land required at the outlet of Mistassini Lake at or near the source of the Rupert River for control structures, channel works, if required, and appurtenant works including construction facilities, quarries and borrow pits may be used by La Société d'énergie de la Baie James, Hydro-Québec, Québec or their nominees as if such land were Category III lands for the purpose of constructing, operating and maintaining the N.B.R. Complex.

b) *Waswanipi Area*

The lakes listed herein and their surrounding land can be used as part of reservoirs and forebays within the N.B.R. Complex, but these respective lakes can only be raised to the following upper limits above MSL;

Lake	*Maximum Water Level*
Goéland	930
Waswanipi	930
Chensagi	930
Maicasagi	930
Opataouaga	910
Poncheville (Lady Beatrix)	910

The parts of said lakes and their surrounding lands which form part of Category II lands, which shall be flooded by the reservoirs and forebays of the N.B.R. Complex, shall become ipso facto Category III lands as and from the moment La Société d'énergie de la Baie James and/or Hydro-Québec forward to the Crees a written notice of a resolution by the Board of Directors of either of said corporations that they are proceeding to build the N.B.R. Complex.

Such Category II lands shall be replaced in accordance with the provisions of the land regime applicable to Category II lands provided that the conversion of such Category II lands into Category III lands shall not be a grounds for opposition by the Crees to the project nor shall the Crees be entitled to require any delay in preparation for and construction of the N.B.R. Complex on account of such lands.

Such lands to be converted in accordance with the procedure set forth hereinabove from Category II to Category III lands may by the same procedure be increased or decreased in accordance with the plans for the N.B.R. Complex as revised from time to time.

For the purpose of constructing, operating and maintaining transmission lines, two (2) corridors of approximately 750 feet wide each for the

N.B.R. Complex and one (1) corridor of approximately 250 feet wide for the purpose of inter-connection may cross the Waswanipi Category I lands without land replacement or compensation provided that such corridors are located at least three (3) miles from the center of the new Waswanipi settlement at the time of construction of the first transmission line.

The parties hereto undertake to sign all documents necessary to give effect to the foregoing.

Notwithstanding the above, the land required in the Waswanipi area for the construction of the N.B.R. Complex may be maintained as Category II lands at the option of the Crees provided that all works carried out by or on behalf of La Société d'énergie de la Baie James and/or Hydro-Québec for the purpose of construction, operation and maintenance of said complex shall be considered as if carried out in Category III lands and provided that the land used will not be replaced.

c) *Rupert House Area*

The N.B.R. Complex may include up to a maximum of six (6) powerhouses and dams along the Rupert River west of the Matagami road.

These powerhouses and dams may be built in the river and/or on the adjacent Category I and Category II lands with their appurtenant works, roads, transmission lines, sub-stations, switching stations, construction facilities, quarries and borrow pits in the same manner as if such works were located in Category III lands it being understood that the Category I and Category II lands shall be limited by the shore line of the future forebays, subject to the following provisions:

i) the powerhouse and dam hereafter referred to as R 1 nearest the present Rupert House settlement shall be located at a distance of at least two (2) miles from the center of the present Rupert House settlement;

ii) no living quarters for workers nor temporary settlement for staff and families shall be located within a radius of ten (10) miles of the center of the present Rupert House settlement and no permanent non-native community, town or settlement shall be built within a radius of forty (40) miles of the center of the present Rupert House settlement for the purpose of the N.B.R. Complex;

iii) there shall be a strict control of access during the construction of the N.B.R. Complex between the camps, temporary villages for staff and families and the construction sites on one hand and the Rupert House settlement on the other.

iv) permanent facilities for maintenance and operation of the N.B.R. Complex shall not be located in the vicinity of the R1 powerhouse and dam except for the purpose of operating and maintaining the R 1 powerhouse and dam only.

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may by mutual agreement modify the special provisions dealt with in this sub-paragraph 8.1.3 c).

Should La Société d'énergie de la Baie James choose to build part of the N.B.R. Complex along the Broadback River instead of along the Rupert River, all provisions relating to the Rupert River powerhouses and dams mentioned in this sub-paragraph 8.1.3 c) shall apply mutatis mutandis to the powerhouses and dams that shall be built on the Broadback River if they are built there instead of on the Rupert River.

The land required within Category I and Category II lands for the purpose of the construction, operation and maintenance of the said powerhouses and dams and appurtenant works, hereinabove mentioned in this sub-paragraph 8.1.3 c) shall not be subject to replacement nor compensation.

The construction schedule of the N.B.R. Complex shall provide for the construction of the R 1 powerhouse and dam last of the powerhouses and dams of the Complex unless ecological reasons make it preferable to build said powerhouse and dam earlier.

La Société d'énergie de la Baie James and/or Hydro-Québec undertake that construction, operation and maintenance of the N.B.R. Complex shall not require the re-location of the Rupert House settlement.

d) *Nemiscau Area*

It is acknowledged that some of the members and former members of the Nemaska Band temporarily residing in the Rupert House and Mistassini settlements intend to return to the vicinity of their original settlement and consequently the parties to the Agreement consent to the establishment of a new settlement for such persons, subject to the conditions set forth below and elsewhere in the Agreement.

No Category I lands shall be chosen for the Nemaska Band in the area planned to be used for the powerhouse, forebay, dam and dykes to be located in the Nemiscau Lake Area;

If the said powerhouse, forebay, dam and dykes are located in part in Category II lands, such lands shall be replaced in accordance with the provisions of the lands regime applicable to Category II lands provided that the conversion of such Category II lands into Category III lands shall not be a grounds for opposition by the Crees to the project nor shall the Crees be entitled to require any delay in preparation for and construction of the N.B.R. Complex on account of the said conversion of such lands.

e) *Great Whale Complex*

For the purpose of the Agreement, the Great Whale Complex shall be defined as follows:

- downstream of the Coast River, the water of the Great Whale River is raised and diverted in a westerly direction through secondary valleys; this water is combined with the water diverted from the Little Whale River and

discharged directly into Hudson's Bay through a powerhouse hereafter referred to as GB 1 situated approximately twenty (20) miles north of the Great Whale settlement.

- two (2) other powerhouses hereafter referred to as GB 2 and GB 3 are contemplated on the Great Whale River.

- Bienville Lake may be used as a reservoir.

No Category I lands shall be chosen for the Crees and Inuit of Great Whale in the area planned to be used for the powerhouses, forebays, dams and the reservoirs to be located in the vicinity of Great Whale unless by mutual agreement. For the purpose of the Agreement, even though studies of the project are preliminary, Hydro-Québec or its nominee undertakes that any dam and powerhouse built in that vicinity shall not raise the water level above the following Elevations above MSL:

Powerhouse and Reservoir	*Maximum Elevation*
GB 1	650
GB 2	960
GB 3	1280
Bienville	1315

If the said powerhouses and reservoirs, and their appurtenant works, are located in part or wholly in Category II lands, such lands shall be replaced in accordance with the provisions of the land regime applicable to Category II lands provided that the conversion of such Category II lands into Category III lands shall not be grounds for the Crees or the Inuit to oppose the project nor shall the Crees and Inuit be entitled to require any delay in the preparation for and the construction of the said Great Whale Complex on account of such lands.

f) *Remedial Measures*

The special provisions of sub-paragraphs 8.1.3 a) to 8.1.3 e) shall not eliminate the reasonable mitigating measures required to minimize effects of the project on the hunting, fishing and trapping by the native people and there shall be remedial works for these projects. Nothing herein shall prevent La Société d'énergie de la Baie James and/or Hydro-Québec from entering into agreements with the Crees and/or the Inuit for the purpose of establishing joint or separate remedial work activities.

8.2 Specific Provisions Related to the Diversion of the Eastmain and Opinaca Rivers.

8.2.1 *Flow Maintenance in the diverted Rivers*

In view of the findings of the study group established to assess the benefits of partial flow maintenance in the Eastmain and Opinaca Rivers and its recommendation that such flow maintenance is not warranted in relation to the potential benefits, the flow of the Eastmain and Opinaca Rivers at the points of diversion shall not be maintained after the said rivers have been diverted.

In view of the foregoing, La Société d'énergie de la Baie James agrees to pay, in the manner set forth hereinafter, a total amount of thirteen million dollars ($13,000,000.00) which shall be applied to the remedial works and programs contemplated by Sub-Section 8.9 herein, this amount shall be part of the financing for La Grande Complex Remedial Works Corporation created in the Sub-Section 8.9.

8.2.2. *Water Levels in Sakami Lake*

La Société d'énergie de la Baie James undertakes to take all steps necessary to maintain the minimum level of Sakami Lake at or above Elevation 596.0 feet above MSL by the excavation of a channel and/or construction of a weir at the outlet of said lake and to maintain a minimum flow at that point, if required.

The design of the outlet channels and/or weirs shall be such that the maximum water elevation in Sakami Lake shall not normally exceed the official recorded historic maximum water level.

The diverted flow from the Eastmain and Opinaca Rivers through the control structure at the Opinaca Reservoir outlet shall not exceed 70,000 cubic feet per second.

La Société d'énergie de la Baie James undertakes that if any channel excavation at the outlet and/or between the various parts of Sakami Lake is required, such work shall be carried out in a manner which shall hold to a minimum the detrimental impacts on the fauna in the area and further undertakes that erosion from the diversion flow from the Opinaca Reservoir through Lake Boyd to Lake Sakami shall not cause irreparable damage to the fauna in the Lake Sakami area.

8.2.3. *Water Levels in the Opinaca Reservoir*

Notwithstanding Schedule 1 of this Section the lower and upper limits of the water levels in the Opinaca reservoir shall be Elevation 695.0 feet and 710.0 feet respectively above MSL. La Société d'énergie de la Baie James may use any operating levels within this range provided that the design of the reservoir allows for 125 billion cubic feet live storage.

During spring run-off each year, the control structure from the Opinaca reservoir to Lake Boyd shall be operated in a maximum open position, provided that the water levels for Sakami Lake specified in paragraph 8.2.2 above are not exceeded and provided that the storage capacity of the LG 2 reservoir permits.

Furthermore, should the estimated spring run-off for any one year indicate that spilling through the spillways into the Eastmain and/or Opinaca Rivers may be required, La Société d'énergie de la Baie James undertakes to distribute the spills over the longest practical period to minimize the peak discharges.

Whenever such spills have taken place, La Société d'énergie de la Baie James shall furnish to the grand Council of the Crees (of Québec) details of such spills and daily discharge records.

8.2.4. *Permanent non-native Community for the Diversion of the Eastmain and Opinaca Rivers*

La Société d'énergie de la Baie James undertakes that no permanent non-Native community, town or settlement shall be built in connection with the construction, operation and maintenance of the diversion of the Eastmain and Opinaca Rivers.

8.3. Clearing of Reservoirs and Forebays

8.3.1. *Objectives*

Except where expressly provided otherwise elsewhere in this Sub-Section 8.3, the clearing of forebays and reservoirs created for Le Complexe La Grande (1975) shall be carried out taking into consideration the clearing objectives in the document attached hereto as Schedule 2 of the present Section entitled "Clearing objectives and specifications of Le Complexe La Grande (1975)".

8.3.2. *LG 1 Forebay*

The LG 1 forebay shall be cleared entirely from the maximum water level of the forebay to a level such that there is a clearance of 10 feet between the minimum water level of the forebay and the top of remaining trees and bush therein. All floating debris in said forebay shall be removed from time to time by La Société d'énergie de la Baie James at its expense.

8.3.3 *Opinaca Reservoir*

The Opinaca reservoir shall be cleared in part to the extent indicated on the plan attached hereto as Schedule 3 of the present Section. Such plan may be modified by mutual agreement between La Société d'énergie de la Baie James and the Grand Council of the Crees (of Québec)

8.3.4 *LG 2, LG 3, LG 4 Forebays and Caniapiscau Reservoir*

Selective clearing in LG 2, LG 3, and LG 4 forebays and Caniapiscau reservoir shall be carried out and the extent of such clearing shall take into

consideration the objectives for clearing of reservoirs and forebays for Le Complexe La Grande (1975) provided for in Schedule 2 of this Section.

In addition, the need for migration corridors for caribou shall be considered and clearing, if required, shall be carried out for such corridors in the drawdown areas.

The plans for clearing of said forebays and reservoirs shall be submitted to the Environmental Expert Committee of La Société d'énergie de la Baie James for review and recommendation.

It is understood that the Cree representative on the said Committee shall have the right to submit specific briefs to the Committee regarding Cree needs for cleared areas, debris control and other similar matters to facilitate their hunting, fishing and trapping activities.

8.3.5 *EM 1 and LA 1 Powerhouses*

Should the EM 1 and/or the LA 1 powerhouses and dams be constructed, the clearing shall be carried out in accordance with the provisions of paragraph 8.3.4. above.

8.3.6 *Extent of Clearing*

It is acknowledge that La Societé d'énergie de la Baie James shall have the final decision as to the extent of the said selective clearing in the forebays and reservoirs mentioned in paragraphs 8.3.4 and 8.3.5 herinabove.

8.3.7 *Cost of Clearing*

All clearings contemplated by the present Sub-Section shall be paid entirely by La Société d'énergie de la Baie James.

8.4 Control of Water Level Fluctuations in Forebays and Reservoirs

La Société d'énergie de la Baie James and/or Hydro-Québec undertakes to control the seasonal variation of levels in the forebays and reservoirs of Le Complexe La Grande (1975) with maximum consideration for environmental objectives within the technical-economic limitations for operating the hydroelectric installations.

8.5 Fort George Erosion Control

8.5.1 *Scope of Undertaking*

a) *Changes in the Flow Regime of the La Grande River*

It is acknowledged that with the construction of Le Complexe La Grande (1975) including the diversions of the major parts of the Eastmain and Opinaca basin and of a part of the Caniapiscau River basin, the flow regime in the La Grande River will be altered from the historic regime.

b) Potential Effects on Erosion of the Fort George Island

It is acknowledge that such altered flow regime may have effects upon erosion and sediment deposit patterns in the La Grande River estuary.

Some of these changes may be predicted by model studies; however, because of the complex inter-relationships among the river flows, transport of suspended sediment and wave and tidal action, some of the effects can only be detected after the new river regime has been in operation for several years.

c) *Definition of Undertaking*

In view of the foregoing conditions, La Société d'énergie de la Baie James undertakes as an obligation that it will control future erosion of Fort George Island near the mouth of the La Grade River to the extent necessary to maintain in essence the present configuration of the island, particularly with reference to the Fort George settlement and other existing installations. However, this obligation shall not extend to erosion which is clearly not attributable to the construction, operation or maintenance of Le Complexe La Grande (1975).

8.5.2 *Details of Undertaking*

a) *Required Studies and Design*

The obligation defined in sub-paragraph 8.5.1 c) shall include the carrying out of model studies to predict likely erosion patterns after the completion of Le Complexe La Grande (1975) as well as the monitoring of erosion and the design, construction and maintenance of erosion control measures.

b) *Erosion Control Works and Prior Native Consultation*

La Société d'énergie de la Baie James shall be entitled to select the methods for the erosion control contemplated by this Sub-Section and shall have full access to the shores and the land adjacent to these shores of the Fort George Island for the purposes of constructing, maintaining and operating erosion control works.

Prior to carrying out such erosion control measures, La Socété d'énergie de la Baie James shall advise the Fort George Band Council of its plans, shall explain anticipated developments and planned remedial measures and shall consult with the said band council thereon.

c) *Funding*

All erosion control measures contemplated by this Sub-Section shall be paid entirely by La Société d'énergie de la Baie James.

8.6 Fort George Special Undertakings

8.6.1 *Preamble*

La Société d'énergie de la Baie James agrees to carry out the following special undertakings for the Crees and other residents of Fort George in consideration of the social impacts which may be caused to the Native people by the development of Le Complexe La Grande (1975) and in particular in consideration of their consent to the construction of the LG 1 power plant at or about mile 44 of the La Grande River.

8.6.2 *Permanent Crossing to Fort George Island*

La Société d'énergie de la Baie James agrees to design and construct a bridge and/or a bridge-causeway and access roads from the village to the existing permanent road going to LG 2 in order to provide a permanent access to the Fort George island, to the extent of the availability of funds to be supplied by the Department of Indian and Northern Affairs or other federal departments, and provided that the Native people or their representatives obtain all required governmental approvals.

8.6.3 *Temporary Crossing to Fort George Island*

La Société d'énergie de la Baie James shall furnish a ferry to be operated by the Fort George Band Council, or, at the option of La Société d'énergie de la Baie James, rent a ferry with operators similar to that in operation during 1975, in order to provide a temporary access to Fort George Island during the ice free season prior to the completion of the permanent crossing, for an average of eight (8) hours a day during daylight when weather permits.

Vehicles and passengers using such ferry within the capacity of the ferry shall be transported at no cost to them except as mentioned below. Such gratuitous use, however, shall not extend to cargo and to cargo handling.

Notwithstanding the above, this ferry shall be provided until the end of the navigation season of 1976 or the completion of the permanent crossing if this completion is delayed on account of events under the control of La Société d'énergie de la Baie James.

La Société d'énergie de la Baie James shall pay all expenses connected with the supplying or renting of a ferry as provided for hereinabove. However, should the ferry be operated by the Fort George Band Council, the said council shall pay for the costs of operation of such ferry. In such

case, the said council may charge users a reasonable fee to cover cost of operation.

8.6.4 *Completion of Airstrip at Mile 3*

La Société d'énergie de la Baie James shall cooperate with the Crees and support their request to Canada for the completion of the airstrip located at Mile 3 of the permanent access road to Fort George.

8.6.5 *Fort George Community Center*

La Société d'énergie de la Baie James shall contribute 50% of the costs, to a maximum of two hundred thousand dollars ($200,000.00) for the design and construction of a community center for the Fort George community, should such community center be built before 1980 unless a later date is mutually agreed upon between La Société d'énergie de la Baie James and Fort George Band Council. Such contribution shall be paid in installments as and when construction proceeds.

8.6.6 *Grand Council of the Crees (of Québec) Temporary Office*

La Société d'énergie de la Baie James shall supply at no cost to the Grand Council of the Crees (of Québec), but without warranty, a prefabricated unit of up to 1,500 square feet to serve as an office for the Grand Council of the Crees (of Québec) at Fort George and shall deliver the unit to Fort George at no cost to the said Grand Council.

The Grand Council of the Crees (of Québec) shall be responsible and pay for all costs thenceforward including costs of installatin.

Upon delivery, the ownership of the said unit shall vest in the Grand Council of the Crees (of Québec). The Grand Council of the Crees (of Québec) and La Société d'énergie de la Baie James undertake to sign all necessary documents to effect such transfer of ownership from La Société d'énergie de la Baie James to the Grand Council of the Crees (of Québec).

8.6.7 *Additonal Community Benefits*

La Société d'énergie de la Baie James shall make available to the Fort George Band, at no cost to the said band, three million dollars ($3,-000,000.00) worth of buildings, including appurtenances, from the LG 2 campsite, when such buildings are no longer necessary for the construction of Le Complexe La Grande (1975).

For the purpose of the present clause, the value of the said buildings and appurtenances shall be calculated on the basis of the original cost to La Société d'énergie de la Baie James, including costs of transportation, erection and installation, but exclusive of the cost of foundations.

The notification, selection and removal of the said buildings shall be carried out in accordance with the following procedure:

a) Within three (3) months of the completion of the LG 2 project, or at any time prior to such date, at the option of La Société d'énergie de la Baie James, said corporation shall furnish to the Fort George Band a list of available buildings and appurtenances with the anticipated date of availability of such buildings and the cost of each building as established in the present paragraph;

b) within three (3) months of the receipt by the Fort George Band of such notification, or upon the completion of the LG 2 project, whichever date is the later, the Fort George Band shall select the buildings and appurtenances to which it is entitled hereunder and shall notify La Société d'énergie de la Baie James in writing of its choices;

c) within twelve (12) months of the later date of such notification by the Fort George Band of its selection or the date of completion of the LG 2 project, the Fort George Band shall remove or cause to be removed all the buildings and appurtenances to which it is entitled in virtue of the provisions of this paragraph 8.6.7;

d) if the buildings and appurtenances are not removed by the Fort George Band within the period stipulated in sub-paragraph 8.6.7 c) hereof, all obligations of La Société d'énergie de la Baie James under this paragraph 8.6.7 shall cease and La Société d'énergie de la Baie James shall be relieved of all responsibilities and shall be under no further obligation to the Fort George Band in virtue of the present paragraph 8.6.7 and La Société d'énergie de la Baie James shall be entitled to deal with and dispose of such buildings and appurtenances as it sees fit;

e) La Société d'énergie de la Baie James and the Fort George Band may establish any other procedure by mutual agreement concerning the matters dealt with in the present paragraph 8.6.7.

The selection of the said buildings, up to the said total maximum amount of three million dollars ($3,000,000.00), shall be made by the Fort George Band Council or its duly authorized representatives from the said list which shall indicate the cost of each building in accordance with the provisons of this paragraph 8.6.7.

The said list prepared by La Société d'énergie de la Baie James may exclude certain buildings, such as the main kitchen and cafeteria, the hospital, the police and fire station, the generating station and other similar structures, but this list shall not exclude more than 10% of the number of buildings which are the property of La Société d'énergie de la Baie James.

If the said Fort George Band takes possession of the said available buildings and appurtenances in accordance with the provisions of this paragraph 8.6.7 within the time stipulated hereinabove, La Société d'énergie de la Baie James shall transfer the ownership as and from the taking of possession of all such buildings and appurtenances so made available to the Fort George Band in consideration of the matters mentioned in paragraph 8.6.1 and La Société d'énergie de la Baie James and the Fort

George Band shall sign all documents necessary to effect the foregoing.

Such buildings and appurtenances shall be transferred by La Société d'énergie de la Baie James without warranty but at no cost to the said band.

The Fort George Band shall take the buildings in the condition in which they are at such time and dismantle and re-locate them at its own cost.

8.6.8 *Supply of Electricity to Fort George*

La Société d'énergie de la Baie James and/or Hydro-Québec undertake to supply electrical power to the Fort George settlement from LG 1 as soon as this powerhouse becomes operational.

The cost of electricity shall then be based on standard provincial rates for all users. Supply shall be limited to the capacity of the line which is constructed.

Nothing herein shall affect the rights or obligations of the parties to the Protocole d'Entente presently in force between Canada, Québec and Hydro-Québec concerning the supply of electric power in isolated northern Québec communities executed by the parties on March 1, 1974, January 29, 1974 and December 21, 1973 respectively.

8.6.9 *Temporary Water Supply for Fort George*

In view of the fact that La Société d'énergie de la Baie James has endeavoured to provide a temporary water supply for the village of Fort George by means of the construction of a well and since the well has not given satisfactory results, la Scoiété d'énergie de la Baie James shall continue to study alternative means of providing a satisfactory water supply for Fort George prior to the construction of the permanent water supply system mentioned in Sub-Section 8.7 hereof.

If a solution to the temporary water supply is not found, La Société d'énergie de la Baie James shall accelerate the construction of the permanent water intake as defined in said Sub-Section 8.7.

8.7 Permanent Water Supply at Fort George and Eastmain Communities

8.7.1 *Scope of Undertaking*

La Société d'énergie de la Baie James undertakes to design, construct, commission and pay for water supply systems exlusive of any distribution systems, for the communities of Fort George and Eastmain.

The water supply systems shall include the pipeline from the water source to the nearest point on the future distribution system of each village.

The temporary water supply for Fort George referred to in paragraph 8.6.9 may be used if it meets the standards stipulated herein.

The parties acknowledge that the water supply systems shall be operated, maintained and replaced by persons other than La Société d'énergie de la Baie James at no cost to La Société d'énergie de la Baie James. The water supply systems shall be transferred respectively to the Fort George and Eastmain bands or their nominees at no cost with applicable warranties of manufacturers and contractors. The parties agree to execute the necessary documents to give effect to the foregoing.

8.7.2 *General Specifications*

The systems shall be designed to meet the demand requirements as set forth below.

Furthermore, the systems shall be designed and built so as to be acceptable to federal and provincial authorities having jurisdiction in respect to public water supply, and so as to take into account the future regime of the rivers. The system designs must further include criteria guaranteeing reliable operation under the local climatic conditions.

8.7.3 *Location*

The location of the new water supply systems shall be at the option of La Société d'énergie de la Baie James, provided that such locations are not objected to by the band council in the respective communities. If an objection is made by either band council, it shall show cause for such objection.

8.7.4 *Compatibility with Future Distribution Systems*

The development plans for Fort George and Eastmain settlements include new water distribution systems and thus the design of the water supply systems shall be based on optimization of both the future water supply contemplated herein and the future distribution systems. The Grand Council of the Crees (of Québec) undertakes to arrange for the exchange of the information required for such optimization between La Société d'énergie de la Baie James and the designers of the distribution systems.

8.7.5 *Fort George System*

a) *Projected Demand for Fort George*

The design of the water supply system for Fort George shall be based on a future population of 3,000 people and shall provide for a supply of 100 gallons per person per day.

b) *Schedule*

La Société d'énergie de la Baie James undertakes to have a new water supply system operational within a reasonable time, the objective being the end of 1976.

c) *Special Conditions*

It is acknowledged that certain operations in connection with the construction of Le Complexe La Grande (1975) may temporarily affect the water in the La Grande River. It shall be the responsiblity of La Société d'énergie de la Baie James to provide a continuous water supply for Fort George during this period, should the system then in operation be affected by the construction of Le Complexe La Grande (1975).

8.7.6 *Eastmain System*

a) *Projected Demand*

The design of the water supply system for Eastmain shall be based on a future population of 500 people and shall provide for a supply of 100 gallons per person per day.

b) *Schedule*

La Société d'énergie de la Baie James undertakes to have a new water supply system operational within a reasonable time, the objective being the end of 1977.

8.8 Other Undertakings

8.8.1 *Road Network within Le Complexe La Grande (1975)*

The roads built by La Société d'énergie de la Baie James and/or La Société de développement de la Baie James for Le Complexe La Grande (1975) in the territory may be used by the Crees, except for roads within work camps and construction sites, as soon as such roads have been completed and are safe, subject to the observance of regulations applicable from time to time.

The Crees may also use the service stations along these roads in the same manner as all other road users.

8.8.2 *Supply of Electricity to Isolated Northern Communities*

The parties hereto agree to accelerate the execution of the Protocole d'Entente referred to in paragraph 8.6.8 providing for the supply of electricity to isolated Québec northern communities.

8.9 Remedial Works and Other Ameliorating Undertakings

8.9.1 *Preamble*

It is acknowledged that some of the potential impacts and many of the remedial measures related to Le Complexe La Grande (1975) cannot be determined at this time and that remedial measures shall need to be studied, planned and executed during the construction and operation period of Le Complexe La Grande (1975).

Consequently, the parties agree that a continuing relationship between the Crees and La Société d'énergie de la Baie James is necessary to further assess the impacts from the project on the Cree way of life and to carry out alleviating measures.

Such continuing relationship between the Crees and La Société d'énergie de la Baie James shall be established through the formation of a corporation under the English name of La Grande Complex Remedial Works Corporation and under the French name of La Société des Travaux de Correction du Complexe La Grande, hereinafter referred to as SOTRAC.

SOTRAC will be financed by La Société d'énergie de la Baie James, as provided for and within the limitations stipulated in paragraph 8.9.4 hereafter.

8.9.2 *SOTRAC*

SOTRAC shall be established as a non-profit Québec company under Part III of the Québec Companies Act or under other Québec legislation.

La Société d'énergie de la Baie James and the Grand Council of the Crees (of Québec) shall take the necessary measures to effect such incorporation forthwith upon the execution of the Agreement.

There shall be two classes of membership, one class of which shall be voting and the other non-voting. There shall be equal representation of La Société d'énergie de la baie James and the Grand Council of the Crees (of Québec) in the voting membership of the Corporation. Both La Société d'énergie de la Baie James and the Grand Council of the Crees (of Québec) may replace the members representing them from time to time at their discretion.

The board of directors shall consist of five (5) members, one of whom shall be non-voting ("honorary"). Two (2) of the voting directors shall be appointed by or with the consent of the Grand Council of the Crees (of Québec), and the two (2) others by or with the consent of La Société d'énergie de la Baie James. The non-voting member of the board shall be appointed by or with the consent of the Grand Council of the Crees (of Québec), subject to the concurrence of La Société d'énergie de la Baie James in regard to such appointment.

To be valid, any resolution by the board of directors must have the assent of the majority of the voting directors present including at least one voting member of the Grand Council of the Crees (of Québec) and one voting member of La Société d'énergie de la Baie James.

In the case of an equal vote in respect to a proposed resolution, the

matter forming the object of the proposal may be submitted to binding arbitration by any director present when such resolution was voted on as provided in Sub-Section 8.16.

The application for incorporation and proposed by-laws shall be such as to give effect to the intent of the provisions of the present Sub-Section.

The object of SOTRAC shall be to plan, evaluate, authorize, execute and operate, by itself or by others, remedial works and programs provided for within the scope and limitations defined hereafter.

The purpose of such remedial works and programs shall be primarily to alleviate negative impacts of Le Complexe La Grande (1975) on hunting, fishing and trapping of the Crees and on activities related to such hunting, fishing and trapping, and secondarily to provide for enhancement works carried out to offset such negative impacts.

Without restricting the generality of the foregoing, SOTRAC shall have the sole responsibiliy for:

a) All works related to the planning and execution of the capture, harvesting and/or re-location of animals prior to, during and after the filling of the reservoirs and forebays within Le Complexe La Grande (1975). In works related to the Caniapiscau reservoir, some Inuit will be employed, if available.

b) All works related to the planning and execution of the reorganization of the Cree traplines as consequence of Le Complexe La Grande (1975).

c) All works related to the planning and execution of general remedial works benefiting the Crees downstream of LG 1 and downstream of the points of diversion of the Eastmain and Opinaca Rivers.

However, the undertakings of La Société d'énergie de la Baie James under Sub-Sections 8.5, 8.6 and 8.7 of this Section shall not be the responsibility of SOTRAC.

d) The administration and operation of SOTRAC including fees, salaries, travel expenses, office space, office supplies, and all other costs related to the administration and operation of SOTRAC.

The board of directors of SOTRAC shall be restricted to the mandate and responsiblities set forth in this Sub-Section. For greater clarity, a list of permissible remedial works and programs which may be carried out by SOTRAC is attached hereto as Schedule 4 to form part hereof.

In general, the decisions shall be taken within the definiton of permissible remedial works and programs and budgetary restraints. The Crees, through their representatives on SOTRAC, shall generally propose remedial works and programs to be undertaken. However, La Société d'énergie de la Baie James and other parties to the Agreement may also propose remedial works and programs for consideration by the board of directors of SOTRAC.

La Société d'énergie de la Baie James shall, through their representa-

tives on SOTRAC, advise the Crees on compatibility of proposed programs with project undertakings and on scientific, technical and economic aspects of proposed programs.

La Société d'énergie de la Baie James representatives may oppose proposals before the board of directors of SOTRAC which they consider outside the defined permissible scope of remedial works and programs, proposals which are deemed incompatible with project plans and programs which do not comply with the rules and procedures for expenditure of public funds. The Grand Council of the Crees (of Québec) representatives may oppose programs which they deem incompatible with the interests of the Crees, or they consider outside the defined permissible scope of remedial works and programs. Such opposition shall not be exercised unduly and shall, if requested by either party, be subject to binding arbitration as provided in 8.16.

All works carried out on behalf of SOTRAC shall be subject to applicable laws and regulations and shall be subject to the various regimes established by the Agreement.

SOTRAC operations shall be managed by a limited full-time staff reporting directly to the SOTRAC board of directors. The head office shall be located in Montreal and a branch office or branch offices shall be established to the extent required.

Remedial works and programs approved by SOTRAC may be carried out through third party contracts awarded, administered and supervised by La Société d'énergie de la Baie James until December 31, 1982 and thereafter directly by SOTRAC.

The transactions and contracts shall be in French and English, except when otherwise authorized by the board of directors of SOTRAC. SOTRAC shall arrange and pay for translations authorized by the board of directors of SOTRAC from time to time. Responsibility for translations to and from Cree shall rest with the Grand Council of the Crees (of Québec), but shall be paid for by SOTRAC.

The Crees shall have a preferential status for employment arising from remedial works and programs carried out by or on behalf of SOTRAC. Further, SOTRAC shall as far as practical design contract packages for remedial works and programs so the Cree bands and/or Cree enterprises get a fair opportunity to tender on contracts for such works and programs. For the award of contracts by SOTRAC, the Cree bands and Cree enterprises shall enjoy a 10% price preferential. SOTRAC shall take all administrative steps to implement the foregoing.

8.9.3 *Modification of Membership in SOTRAC*

Until January 1st, 1986 and until all payments by La Société d'énergie de la Baie James provided for hereinafter for SOTRAC financing have been made, La Société d'énergie de la Baie James and the Grand Council of the Crees (of Québec) shall retain their representation in SOTRAC, unless otherwise mutually agreed to by both parties. Upon such agreement, one

of the parties may withdraw. The consent of both parties to such withdrawal shall be given by a formal resolution of the board of directors of each of La Société d'énergie de la Baie James and the Grand Council of the Crees (of Québec) communicated to the other party and to SOTRAC.

After January 1st, 1986 and after all payments by La Société d'énergie de la Baie James provided for herinafter for SOTRAC financing have been made, La Société d'énergie de la Baie James shall have the option to withdraw its participation and representation in SOTRAC, by resolution of the board of directors of La Société d'énergie de la Baie James communicated to the Grand Council of the Crees (of Québec) and to SOTRAC.

The parties agree to execute the necessary legal documents to give effect to the above.

The rights, interest and obligations of La Société d'énergie de la Baie James shall be transferred to Hydro-Québec in case La Société d'énergie de la Baie James should be dissolved before SOTRAC is dissolved.

In case the Grand Council of the Crees (of Québec) ceases to participate or ceases to represent the majority of the Cree people, the James Bay Cree shall designate a successor to the Grand Council of the Crees (of Québec) for the purposes herein.

In the case of withdrawal of participation by either party, but subject to the immediately preceding paragraph, the corporation whose representatives remain in SOTRAC shall have the right to appoint all the members and the voting restrictions shall cease to apply.

8.9.4. *Financing of SOTRAC*

La Société d'énergie de la Baie James shall pay a total amount of thirty million dollars ($30,000,000.00) in accordance with the terms and schedule hereafter set forth for the purposes to pay for all costs of the activities of SOTRAC authorized herein, except for the services furnished free of charge by La Société d'énergie de la Baie James stipulated in this sub-paragraph 8.9.4 b).

The said thirty million dollars ($30,000,000.00) shall include the amount of thirteen million dollars ($13,000,000.00) provided for in paragraph 8.2.1 of this Section.

a) *Payment Schedule*

During the main construction period defined for the purpose of this sub-paragraph as the period from the execution of the Agreement through December 31, 1982, La Société d'énergie de la Baie James shall pay for the account of SOTRAC for the cost of remedial works, programs and administration of SOTRAC, a total amount of nine million dollars ($9,-000,000.00) up to the following amounts during each of the calendar years scheduled:

1976	$ 250,000.00	1980	$ 1,500,000.00
1977	500,000.00	1981	2,500,000.00
1978	750,000.00	1982	2,500,000.00
1979	1,000,000.00		

Any portion of said annual amounts not expended at the end of each calendar year shall be paid to SOTRAC. Such amounts may be used in whole or in part for Remedial Works and Programs in subsequent years and/or invested as hereinafter determined.

Commencing January 1st, 1983, SOTRAC shall become self-financing and La Société d'énergie de la Baie James shall pay to SOTRAC the remaining twenty one million dollars ($21,000,000.00) as follows:

January 1, 1983	$ 2,000,000.00
January 1, 1984	2,000,000.00
January 1, 1985	2,000,000.00
January 1, 1986	15,000,000.00

The said amounts and any amounts not expended during the main construction period as provided hereinbefore shall be invested as determined from time to time by the SOTRAC board of directors and the earnings from such investment shall finance remedial works and programs and the administration of SOTRAC, provided that on resolution by the SOTRAC board of directors, some principal capital may be used if required for major remedial works.

b) *Services by La Société d'énergie de la Baie James*

During the main construction period La Société d'énergie de la Baie James shall without cost to SOTRAC prepare contract documents including drawings and specifications, when cost of such drawings and specifications is incurred through the permanent staff of La Société d'énergie de la Baie James, call for tenders, evaluate, award, administrate and supervise contracts for remedial works and programs authorized by SOTRAC. La Société d'énergie de la Baie James shall further during the main construction period furnish without cost to SOTRAC administrative services such as accounting, bookkeeping, pay-roll and related functions including up to 1000 square feet of office space according to La Société d'énergie de la Baie James standards as required for the SOTRAC Head Office permanent staff and Cree liaison workers.

From January 1, 1983 SOTRAC shall pay for all cost of administration, remedial works and programs except that La Société d'énergie de la Baie James shall absorb the cost of salaries and travel expenses of the members and directors of SOTRAC appointed by La Société d'énergie de la Baie James.

La Société d'énergie de la Baie James shall make available to SO-

TRAC free of charge scientific and technical information arising from ongoing environmental programs of La Société d'énergie de la Baie James which may be useful to the SOTRAC activities as long as La Société d'énergie de la Baie James participates in SOTRAC.

8.10 Special Provisions Related to the Diversion of Part of the Basin of the Caniapiscau River

The Fort Chimo people are guaranteed the same harvest of fish for equal effort and La Société d'énergie de la Baie James will take the necessary measures to do this at its expense.

There shall be remedial measures taken to minimize to a reasonable extent the impacts of the Caniapiscau diversion, particularly on the salmon.

There shall be general remedial works carried out at the cost of La Société d'énergie de la Baie James to minimize to a reasonable extent all possible and probable damages resulting to the Native people or to the animals, birds and fishes upon which they depend, from Le Complexe La Grande (1975).

A mechanism shall be established whereby any individual trapper whose equipment has been damaged may receive personal compensation for valid claims.

All cost and expenses contemplated to be incurred by the above provisions shall be for the account of and be paid by Québec and/or La Société d'énergie de la Baie James.

All studies, plans, monitoring and remedial works that may arise from the above provisions shall be decided, managed and supervised by La Société d'énergie de la Baie James.

Notwithstanding the above, la Société d'énergie de la Baie James shall forthwith, upon the execution of the Agreement, establish and provide for the funding of a joint study and research group which shall study the fishes of the Caniapiscau and Koksoak Rivers before and after the diversion of part of the basin of the Caniapiscau River as provided for herein.

8.10.1 *Caniapiscau-Koksoak Joint Study Group*

The Caniapiscau-Koksoak joint study group shall conduct studies to determine the impacts, if any, caused by the diversion of Caniapiscau River, on the fishes of the Caniapiscau-Koksoak river system.

a) *Membership*

The Caniapiscau-Koksoak joint study group shall be composed of such members as may be designated by La Société d'énergie de la Baie James either from within the ranks of its employees or from outside sources. The members of this joint study group shall, to the extent possible, remain the

same throughout the period within which the study and research group performs its duties.

Notwithstanding the above provision, one member of this joint study group shall be a member designated by the Community Council or the Council of the Municipal Corporation of Fort Chimo, as the case may be. The member so designated shall officially become a member of the said joint study group upon the approval of La Société d'énergie de la Baie James, which approval may not be unreasonably withheld and, in any event, may only be withheld for reasons of professional standing or qualification. Such member will be provided with an Inuk assistant to act as a liaison and information officer for the Inuit community of Fort Chimo and such assistant will be paid on a per diem basis for time approved by La Société d'énergie de la Baie James.

Notwithstanding the foregoing, Environment Canada shall be permitted and encouraged by all parties to sit in an advisory capacity on this joint study group. The study group may also, from time to time, invite, in an advisory capacity, representatives of other organizations or bodies who may have an interest in the work of the study group.

b) *Mandate*

The mandate of the Caniapiscau-Koksoak joint study group shall be determined by La Société d'énergie de la Baie James and shall include, but not be limited to the following:

- Study the impacts of the Caniapiscau diversion on the fish harvest of the people of Fort Chimo and particularly on the salmon and to recommend remedial measures with a view to minimizing to a reasonable extent the impacts of such diversion.

- Review existing data and in particular those obtained through the study of present levels of harvesting contemplated in Section 24 of the Agreement and establish, from such data and/or other studies if required, the average fish catch and the level of fishing effort of the Fort Chimo people for the past five (5) years.

- Study the impacts of the Caniapiscau diversion on the wildlife resources of the Territory north of the 55th parallel with a view to minimizing to a reasonable extent such impacts of such diversion.

Canada, through its appropriate departments, shall provide the joint study group with all available federal information pertaining to the fishes of the Caniapiscau-Koksoak river system.

c) *Salary and Reasonable Expenses of the Inuit Representative*

The salary and reasonable expenses of the Inuit representative and his Inuk assistant will be established by La Société d'énergie de la Baie James

on the basis of their qualifications and will be paid by La Société d'énergie de la Baie James only for actual time spent on the business of the study group, and the appropriate administrative procedures of La Société d'énergie de la Baie James shall apply in this respect.

8.10.2 *Employment*

To the extent that it is feasible, Native people shall be employed by La Société d'énergie de la Baie James in the carrying out of research, monitoring and other functions for the work that will be carried out by La Société d'énergie de la Baie James in the area north of the 55th parallel of latitude.

For such work, La Société de la Baie James shall cooperate with the Inuit community of Fort Chimo in the development and implementation of on the job training programs designated to upgrade the skills of Inuit persons who are or might be employed in the carrying out of work by La Société d'énergie de la Baie James.

8.10.3 *Water Spilling in the Caniapiscau River*

Should the estimated spring run-off for any one year indicate that spilling in the Caniapiscau River may be required at the diversion point, La Société d'énergie de la Baie James undertakes to distribute the spills over the longest practical period to minimize the peak discharges.

Whenever such spills have taken place, La Société d'énergie de la Baie James shall furnish to the Fort Chimo Community Council or the Inuit Community Corporation of Fort Chimo, the details of such spills and daily discharge records.

8.11 Representation of the Environmental Expert Committee of La Société d'énergie de la Baie James

La Société d'énergie de la Baie James shall carry out and pay for its normal environmental program including impact assessments and remedial works to be studied, decided, planned, executed and supervised through its normal administrative procedure. The Crees and the Inuit shall have an opportunity for input into the hereinabove mentioned activities through representation on James Bay Energy Corporation Environmental Expert Committee, as provided for below.

8.11.1 *The Environmental Expert Committee of La Société d'énergie de la Baie James*

The Environmental Expert Committee of La Société d'énergie de la Baie James is organized to review from time to time environmental impact assessments of the various project features for the purpose of minimizing potential negative environmental impact of the project consistent with technical and economical objectives, and to maximize potential positive

effects consistent with technical and economical objectives. The members of the said committee may vary at the discretion of La Société d'énergie de la Baie James.

Issues to be placed before the Environmental Expert Committee for review and recommendations shall be submitted to the members for review and analysis prior to the meetings.

Recommendations of the Environmental Expert Committee are submitted to La Société d'énergie de la Baie James Management Committee and, when appropriate, to the board of directors which makes the final decision as to the implementation of the recommendations.

8.11.2 *Scope of Activities*

Under La Société d'énergie de la Baie James environmental program, environmental studies and considerations form an integral part of the decision making process. These studies and considerations deal with all features of the project, such as flow maintenance during construction, including LG 2, clearing of reservoirs, impact on fauna and ameliorating measures such as preparation of spawning grounds, location of access roads and others.

8.11.3 *Cree Representation on the Environmental Expert Committee*

The James Bay Crees shall be entitled to have one regular representative on La Société d'énergie de la Baie James Environmental Expert Committee who may participate as a fullfledged member.

The Cree representative shall be designated by the Grand Council of the Crees (of Québec) subject to approval by La Société d'énergie de la Baie James. The appointment of such representative shall be for one-year periods.

8.11.4 *Inuit Representation on the Environmental Expert Committee*

The Inuit shall be entitled to have one representative on the La Société d'énergie de la Baie James Environmental Expert Committee. This representative may participate as a full fledged member, but may only intervene or submit briefs on matters which may affect the area north of the 55th parallel of latitude.

The Inuit representative shall be designated by the Northern Québec Inuit Association, subject to the approval by La Société d'énergie de la Baie James. The appointment of such representative shall be for one-year periods.

8.11.5 *Participation in the Proceedings of the Environmental Expert Committee*

The Cree and Inuit representatives on the Environmental Expert Committee shall be afforded similar rights and obligations as the regular members appointed by La Société d'énergie de la Baie James.

8.11.6 *Remuneration*

The representatives of the James Bay Crees and the Inuit of Québec shall receive remunerations corresponding to those paid to the other members of the Committee, taking into account qualifications and experience of said representatives.

8.12 Compensation Procedure for Damage to Trappers' Equipment and Facilities by the Construction of Le Complexe La Grande (1975)

La Société d'énergie de la Baie James and the Grand Council of the Crees (of Québec) shall enter into a contract forthwith after the execution of the Agreement establishing an appropriate procedure for settlement of any claim against La Société d'énergie de la Baie James for damage to trappers' equipment and facilities caused by the construction of Le Complexe La Grande (1975).

8.13 Procedures for Identification and Re-location upon Request of Burial Sites

La Société d'énergie de la Baie James and the Grand Council of the Crees (of Québec) shall enter into a contract forthwith after the execution of the Agreement establishing an appropriate procedure for identification and re-location upon request of burial sites of native people in locations affected by the works of Le Complexe La Grande (1975) and affected by the flooding areas created by Le Complexe La Grande (1975).

8.14 Preferential Provisions for Project Employment and Contracts for the Crees

La Société d'énergie de la Baie James and Hydro-Québec undertake within their mandate and power to implement preferential arrangements to permit the Crees within their capabilities to obtain employment and competitive contracts on the Le Complexe La Grande (1975).

More specifically La Société d'énergie de la Baie James and Hydro-Québec undertake to:

8.14.1 Continue and improve procedures already in effect for employment during the construction of Le Complexe La Grande (1975) including transmission lines within the Territory.

8.14.2 Encourage within their mandate and power training and apprenticeship programs with particular emphasis on the need for the Crees to learn the higher skills within the construction industry such as electric installation, plumbing, carpentry, masonry and repair of equipment.

8.14.3 Study the implementation of a program to permit Crees to be educated and/or trained to meet the requirements for permanent employment in operation, maintenance and administration of Le Complexe La Grande (1975).

8.14.4 Develop contracting procedures and provisions which shall permit the Cree Bands or enterprises to tender for construction work and services which fall within their capabilities and expertise. Such contract procedures and provisions must be designed to give the Crees a fair opportunity to compete with other tenderers trying to obtain contracts for such construction work and services.

8.15 Fortuitous Event

There shall be no liability under the present agreement for any party hereto in case of events beyond the control of such party and in case of fortuitous events, that is to say, any unforeseen event caused by superior force which it was impossible to resist. Without limiting the foregoing, fortuitous events shall include an act of public enemies, war, invasion, insurrection, riot, civil disturbance, labor strike and other similar events.

8.16 Arbitration

For the sole purpose of the application of Sub-Section 8.9, La Société d'énergie de la Baie James and the Grand Council of the Crees (of Québec) hereby agree to submit any dispute pertaining to the application of said Sub-Section 8.9 to binding arbitration in accordance with the laws of the Province of Québec and in a manner as hereinafter provided.

The arbitrators shall be three (3) persons chosen as follows, namely: La Société d'énergie de la Baie James shall nominate one arbitrator, the Grand Council of the Crees (of Québec) shall nominate one arbitrator and these two (2) nominated arbitrators shall agree upon a third. If the two (2) nominated arbitrators do not agree upon such third arbitrator within a period of thirty (30) days of the initial arbitration demand, then a Provincial Court judge shall be appointed by the Chief Justice of said Provincial Court by way of a motion by La Société d'énergie de la Baie James or the Grand Council of the Crees (of Québec) to said Chief Justice.

The arbitrators shall convene within thirty (30) days of the arbitration demand for the purpose of examining and determining the dispute that is submitted to them.

The award shall be rendered in writing within ten (10) days after the completion of the arbitration hearing and notice of said written award shall be forwarded to both La Société d'énergie de la Baie James and the Grand Council of the Crees (of Québec).

The award of arbitrators shall be final and binding upon La Société d'énergie de la Baie James and the Grand Council of the Crees (of Qué-

bec) but shall only be executed under the authority of a court having jurisdiction, and upon motion for homologation to execute it provided however that the said motion shall be made within one year from the date of the award.

8.17 Release

In consideration of and subject to the benefits and undertakings in favour of the Native people contemplated by this Agreement and except as otherwise provided for in this Agreement, the said Native people in respect to Le Complexe La Grande (1975) hereby release La Société d'énergie de la Baie James and/or Hydro-Québec and/or La Société de développement de la Baie James of all claims, damages, inconvenience and impacts of whatever nature related to the hunting, fishing and trapping of the Crees and of the Inuit and related activities and to their culture and traditional ways that may be caused by the construction, maintenance and operation of Le Complexe La Grande (1975), except however that such release shall not apply to the guarantee of La Société d'énergie de la Baie James or its successors or assigns for the same harvest of fish for equal effort to the Native people of Fort Chimo undertaken under the provisions of Sub-Section 8.10 and for the utilization of wildlife resources north of the 55th parallel by the Inuit of Québec insofar as such utilization may be affected by the Caniapiscau diversion.

8.18 Application of Laws of Canada

Notwithstanding anything in this Section, the laws of Canada, from time to time in force, shall continue to apply to all development contemplated within the terms of this Section insofar as such laws are applicable to such development.

Canada acknowledges that the project and its components, as presently described in Schedule 1, are in substantial conformity with the requirements of applicable federal laws and regulations and consents to its construction in accordance with said description in so far as such consent is required.

8.19 Amendments

The provisions of paragraph 8.1.2 and Sub-Sections 8.2 to 8.17 as well as the provisions of paragraph 2.9.5 may be amended with the consent of La Société d'énergie de la Baie James, Hydro-Québec and the Grand Council of the Crees (of Québec) or its successor, until the coming into force of the legislation establishing the Cree Regional Authority and thereafter, the Cree Regional Authority or its successor, except if such amendment relates to the Caniapiscau Diversion, in which case the consent of the Northern Québec Inuit Association or its successor until the coming into

force of the legislation establishing La Société Inuit de développement - The Inuit Development Corporation and thereafter, the said corporation or its successor will also be required.

Schedule 1
Section 8 Technical Aspects
Société d'énergie de la Baie James
Le Complexe La Grande (1975)
Technical Description

October 20, 1975

List of Plates

Plate No		Title
1	October 20, 1975	Complexe La Grande Carte de localisation générale
2	October 20, 1975	Complexe La Grande Plan et profil d'aménagement
3	October 20, 1975	Complexe La Grande Aéroports, routes et lignes de transport
4	October 20, 1975	LG 1 Plan de localisation
5	October 20, 1975	LG 2 Plan de localisation
6	October 20, 1975	LG 3 Plan de localisation
7	October 20, 1975	LG 4 Plan de localisation
8	October 20, 1975	Caniapiscau—Réservoir Caniapiscau et Détournement Laforge Plan de localisation
9	October 20, 1975	Détournement Eastmain-Opinaca-La Grande Plan de localisation
10	October 20, 1975	LG 1 Plan général de l'aménagement
11	October 20, 1975	LG 1 Centrale de 10 groupes de 91 MW—coupe de l'aménagement
12	October 20, 1975	LG 2 Plan général de l'aménagement
13	October 20, 1975	LG 2 Central de 16 groupes de 333 MW — coupe de l'aménagement
14	October 20, 1975	LG 3 Plan général de l'aménagement
15	October 20, 1975	LG 3 Centrale de 10 groupes de 192 MW—coupe de l'aménagement
16	October 20, 1975	LG 4 Plan général de l'aménagement
17	October 20, 1975	LG 4 Centrale de 8 groupes de 254 MW—coupe de l'aménagement

Introduction

Numerous studies have been conducted regarding a hydroelectric development plan for the northern area of the James Bay Territory. Among several alternatives subjected to close consideration, the final plan chosen jointly by members of the Québec Hydro-Electric Commission and the Board of Directors of La Société d'énergie de la Baie James, in broad terms can be outlined as follows:

- the construction of four powerplants, LG 1, LG 2, LG 3 and LG 4 on the La Grande River;
- the diversion of a portion of the watershed of the Caniapiscau River at Lake Duplanter, into the watershed of the Laforge River, a tributary of the La Grande River, upstream of the LG 4 powerplant;
- the diversion of the Eastmain and Opinaca Rivers towards the La Grande River, upstream from the LG 2 powerplant.

The total installed capacity of these four powerplants is 10 190 MW. The regulated mean annual flow of the La Grande River at the LG 1 powerplant will be approximately 118 000 cfs.

See Plates 1, 2 and 3 for maps of the area. The main features of the La Grande Complexe are listed in the following tabulation.

La Grande Complexe (1975)

Main Features

Site	Description	Reservoir Level (ft) Max.	Min.	Live Storage (bcf)	Number of Units	Installed Capacity (MW)	Energy (annual in billions of KWH)
LG 1	Powerplant	105	100	1.4	10	910	5.6
LG 2	Powerplant	575	550	690	16	5 328 (1)	35.8
LG 3	Powerplant	840	800	900	10	1 920 (1)	12.3
LG 4	Powerplant	1 235	1 200	250	8	2 032	14.1
Caniapiscau	Res. & Div.	1 760	1 717	1 400			
Opinaca	Res. & Div.	708	695	125			
Laforge	Diversion	1 590					
Frégate	Diversion	1 053					
Total				3 366	44	10 190 (2)	67.8

Note:
(1) Only the installed capacities of LG 2 and LG 3 are final

(2) Studies are being conducted regarding construction of other powerplants such as LA 1 on the Laforge River and EM 1 on the Eastmain River.

Caniapiscau Reservoir and Laforge Diversion

The raising of the water level of the Caniapiscau Reservoir and the construction of the Laforge diversion works permit the diversion of the water from the upper basin of the Caniapiscau River into the Laforge River, a tributary of the La Grande, upstream of LG 4.

The general layout of the area is shown on Plate 8.

The maximum and minimum levels of the Caniapiscau reservoir are Elevations 1 760 ft and 1 717 ft respectively with a total live storage of 1 400 bcf. A system of 32 dikes and two (2) dams is required, entailing approximately 35 300 000 yd^3 of fill as well as 4 200 000 yd^3 of excavation. The main dikes at the closure point of the Caniapiscau River are of the rock-fill type with glacial till core, these dikes account for approximately 80% of the total volume of fill material required.

The spillway, located at the northern end of the reservoir in the western arm of the river, has a capacity of 130 000 cfs and consists of two (2) gates, 40 ft wide and 55 ft high. This spillway will return excess water to the Caniapiscau River.

The water of the Caniapiscau reservoir will be channelled towards the control structure at the western end of the reservoir, north of Lake Brisay. This control structure has 4 gates 40 ft wide by 63 ft high for a capacity of 40 000 cfs at minimum water level; channel excavation amounts to about 2 000 000 yd^3.

A diversion tunnel 45 ft wide, 55 ft high and 800 ft long, with a capacity of 88 000 cfs is required to execute the closure of the river.

Beyond the control structure, the water from the Caniapiscau is channelled into the "Laforge" diversion, a series of twelve (12) dikes requiring a total of 10 000 000 yd^3 of fill and channels requiring some 500 000 yd^3 of excavation. From there, the water follows the natural course of the Laforge, a tributary of the La Grande, to the LG 4 forebay.

The Caniapiscau construction site can be reached via a 220-mile access road from LG 4; a branch access road leads to the Laforge diversion.

Opinaca Reservoir

The diversion of water from the watershed of the Eastmain, Petite Opinaca and Opinaca Rivers into the watershed of the La Grande requires damming these rivers. A dam on the Eastmain River, which includes a spillway raises the water until it spills over and flows into the basin of the Petite Opinaca, then into the Opinaca watershed and finally, via Lake Sakami into the La Grande River (see Plate 9).

The maximum water level of the Opinaca reservoir is Elevation 708 ft and the minimum Elevation 695 ft with a total live storage of 125 bcf.

The main dam on the Eastmain River is rockfill with glacial till core and has a maximum height of 100 ft. The spillway will be the first structure to be built; it will be used for the temporary diversion of water during construction of the dam. This spillway will have capacity of 200 000 cfs at the maximum level of 708 ft is located on the left bank of the Eastmain River and has three (3) gates 40 ft wide by 65 ft high.

A second spillway is located on the Opinaca River and has (2) gates of the same dimensions as those of the Eastmain spillway.

The control structure located upstream of Lake Boyd which is used to regulate the flow of the Eastmain and Opinaca Rivers has three gates 40 ft wide by 33 ft high, with a capacity of 70 000 cfs.

Access roads some 50 miles long link the structures on the river with the main Matagami-LG 2 highway.

Fregate Diversion

The water from the upper Sakami River normally flows into the de Pontois river from Fregate Lake and joins the La Grande upstream of LG 3. During flood conditions, increased water levels of Lake Fregate cause a partial spilling into the lower Sakami which flows into the La Grande River below LG 3. To avoid this loss of water, a retaining dike will be built; the crest length will be about 800 ft, the maximum height 50 ft and the fill volume 64 000 yd^3.

Access will be by a winter road from the road connecting LG 3 and LG 4 near the Lemoyne substation.

Forebays and Powerhouses

The LG 1, LG 2, LG 3 and LG 4 powerhouses are located respectively at mile 44, 73, 148 and 288 inland from the mouth of the La Grande River.

LG 1

The general layout of the LG 1 site is shown on Plates 4 and 10.

The maximum and minimum headwater levels are Elevation 105 ft and 100 ft respectively; the tail-race level under free-flow conditions and mean annual regulated flow of 118 000 cfs is Elevation 28.0 ft for a gross maximum head of around 77 ft.

The powerhouse is located above ground on the south side of the river and consists of ten (10) units of 91 MW each, for a total installed capacity of 910 MW under a net head of around 72 ft. During winter conditions, the discharge through the powerplant will be approximately 152 000 cfs.

Plate 11 shows a cross section of the powerhouse.

The 13.8 – 315 kV transformers are located on the lower service bridge above the draft tubes and are connected to a switching station on the roof of the powerplant. A double-circuit 315-kV line, 18 miles long, connects the LG 1 powerplant to the Radisson collecting substation located some 12 miles west of the LG 2 powerhouse.

The spillway on the north side of the river will be used for temporary diversion during construction of the powerhouse; the spillway has eight (8) gates – 65 ft high by 40 ft wide with a capacity of 540 000 cfs at maximum level.

A retaining dike, rockfill with a glacial till core of 65 000 yd^3 connects the spillway to the right bank while a concrete wall connects the powerhouse to the left bank.

LG 2

The LG 2 underground station, the largest of the four (4) powerplants in the La Grande Complexe and the first scheduled for service, is located on the La Grande River, 69 miles inland from James Bay. Plates 5 and 12 give the location and general layout of the site respectively.

The maximum operating level is Elevation 575 ft and the minimum level 550 ft giving a live storage of 690 bcf.

The main dam, at mile 73, is rockfill with glacial till core. The total crest length is some 10 000 ft and the design calls for approximately 33 500 000 yd^3 of embankment including cofferdams. A system of 30 dykes is needed to complete the damming of the forebay, requiring a total volume of 29 500 000 yd^3 of embankments.

Construction of the main dam requires two (2) diversions tunnels, 48 ft wide, 59 ft high with a total length of 2 600 ft having a discharge of approximately 265 000 cfs at a headwater level of 255 ft.

Via a natural valley on the south bank, the water is channelled towards the powerhouse intakes which are located some four (4) miles down-

stream from the site of the main dam. The sixteen (16) water intakes are equipped with trashracks and fixed wheel gates. The sloping section of the penstocks is concrete-lined while their horizontal section has a steel lining. Plate 13 depicts a longitudinal section of the LG 2 powerplant.

The installed capacity of LG 2 will be some 5 328 MW, consisting of 16 units of 333 MW each. The powerplant has a total length of 1 584 ft and a width of 76 ft. The machine hall divides the powerplant into two sections of 8 units each, with an access tunnel 33 ft wide and 30 ft high. An elevator provides access to the center of the powerplant.

The surge chamber, downstream of the powerplant, is 64 ft wide, 147 ft high and 1 479 ft long and allows for level fluctuations between elevations 66 and 187 ft. A shaft, 30 ft in diameter, provides aeration.

The four (4) tailrace tunnels are 45 ft wide, 65 ft high and about 3 900 ft long; they can be closed by means of emergency gates that can be lowered into concrete slots built upstream of each of the tailrace tunnels.

The spillway is at the northern end of the main dam and consists of eight fixed wheel gates, 40 ft wide by 67 ft high with a total capacity of 540 000 cfs at elevation 575 ft.

Isolated phase bus ducts in 11-ft diameter vertical bus shafts, connect the ac generators to the 13.8 – 735-kV transformers installed in the substation above ground. Four 735-kV lines connect LG 2 to the southern system of the province and to the other powerplants in the Complexe.

LG 3

The LG 3 site is at mile 148 inland on the La Grande River; the powerplant itself is situated on the left bank, whereas the diversion tunnels and the spillway are on an island in the river. Maximum and minimum headwater levels are 840 and 800 ft respectively, giving a live storage of 900 bcf. See Plate 6 for an area map and Plate 14 for a map of the LG 3 site.

The access road, 79 miles long, is located south of the LG 2 forebay and starts at a point on the Magatami – LG 2 highway, near Lake Yasinski. The Sakami River is bridged at the mouth of Sakami Lake.

The construction of the main dam requires two unlined diversion tunnels, 45 ft wide, 55 ft high and 1 279 long.

The powerplant built above ground consists of ten Francis turbines with a capacity of 192 MW each. See Plate 15 for a longitudinal section.

The 13.8 – 735 kV transformers are located on the upstream side of the powerplant at roof level; from there, three (3) lines lead to the Chissibi collecting substation, 2 miles south-west of the powerplant.

The spillway on the island in the river will be equipped with five fixed wheel gates, 40 ft wide, 67 ft high; its capacity is about 340 000 cfs at a maximum level of 840 ft.

The main dam is rockfill with glacial till core. A system of 50 dikes is required on the north and south banks to complete the damming of water at an elevation of 840 ft. The total crest length of the dikes and dam is some 80 200 ft; their height varies between 10 and 300 ft and the total volume of embankment is about 42 800 000 yd^3.

LG 4

The underground powerplant is located on the north bank, at mile 288, and consists of eight units of 254 MW each, under a net head of 376 ft. The maximum and minimum headwater operating levels are Elevations 1 235 ft and 1 200 ft respectively, giving a live storage of 250 bcf.

Plates 7 and 16 show maps of the area and the general layout of the site.

The access road between LG 3 and LG 4 runs on the south side of the LG 3 forebay and is 143 miles long. A temporary bridge provides access to the north bank for building camps.

The main dam and a system of ten dykes closes off the secondary valleys. The dam and the forebay dikes require a total volume of 47 000 000 yd^3 of embankments.

One temporary diversion tunnel is required and is located on the south bank. It is 45 ft wide, 60 ft high and has a total length of 1 300 ft.

The powerhouse intakes are the same type as those of LG 2; the sloping section of the penstocks are concrete lined and the horizontal section has steel lining. (See Plate 17 for a longitudinal section of the powerplant.)

The powerplant is 905 ft long, 85 ft wide and 162 ft high. The erection bay is located at the southern end. An access tunnel to the northern end measures 38 ft in width and 31 ft in height.

Eight shafts connect the generators to the 13.8 – 315-kV transmission station above ground. Two double-circuit 315-kV transmission lines, each 2 miles long, connect this substation to a 315 – 735-kV step-up substation on the north bank, west of the powerplant.

The surge chamber has a maximum width of 62 ft, a height of 160 ft and a length of 835 ft.

The two unlined tailrace tunnels are 50 ft wide, 65 ft high and 3 150 ft long.

The spillway located at the southern extremity of the main dam discharges excess waters into a secondary valley which rejoins the river three miles downstream via a series of channels excavated in the rock; the spillway has four gates, 40 ft wide by 65 ft high with a capacity of approximately 257 000 cfs at maximum level.

735-kV Extra High Voltage Transmission Line; Step-up, Collecting and Switching Substations

Hydro-Québec's engineers have sole responsibility for designing the extra high voltage transmission lines as well as the step-up, collecting and switching substations. From 1973 to 1975, initial studies for transmission line routes were made and the westerly corridors were selected.

Plate 3 shows a schematic layout of substations and transmission lines.

Three corridors consisting of a total of five 735-kV transmission lines link the powerplants of the La Grande Complexe with Hydro-Québec systems; two of these corridors, with a total of three lines, start at the LG 2 powerplant; one of these three transmission lines crosses the Radisson substa-

tion, through which it interconnects with the LG 1 powerplant. The third corridor starts at the Lemoyne substation west of the de Pontois River.

A double-circuit 315-kV line connects the LG 1 powerplant with the Radisson substation; one 735-kV transmission line connects the LG 2 powerplant directly to the Chissibi substation, 2 miles southwest of LG 3; another 735-kV line connects this substation to the Lemoyne substation and finally, two 735-kV lines link the Lemoyne substation with LG 4.

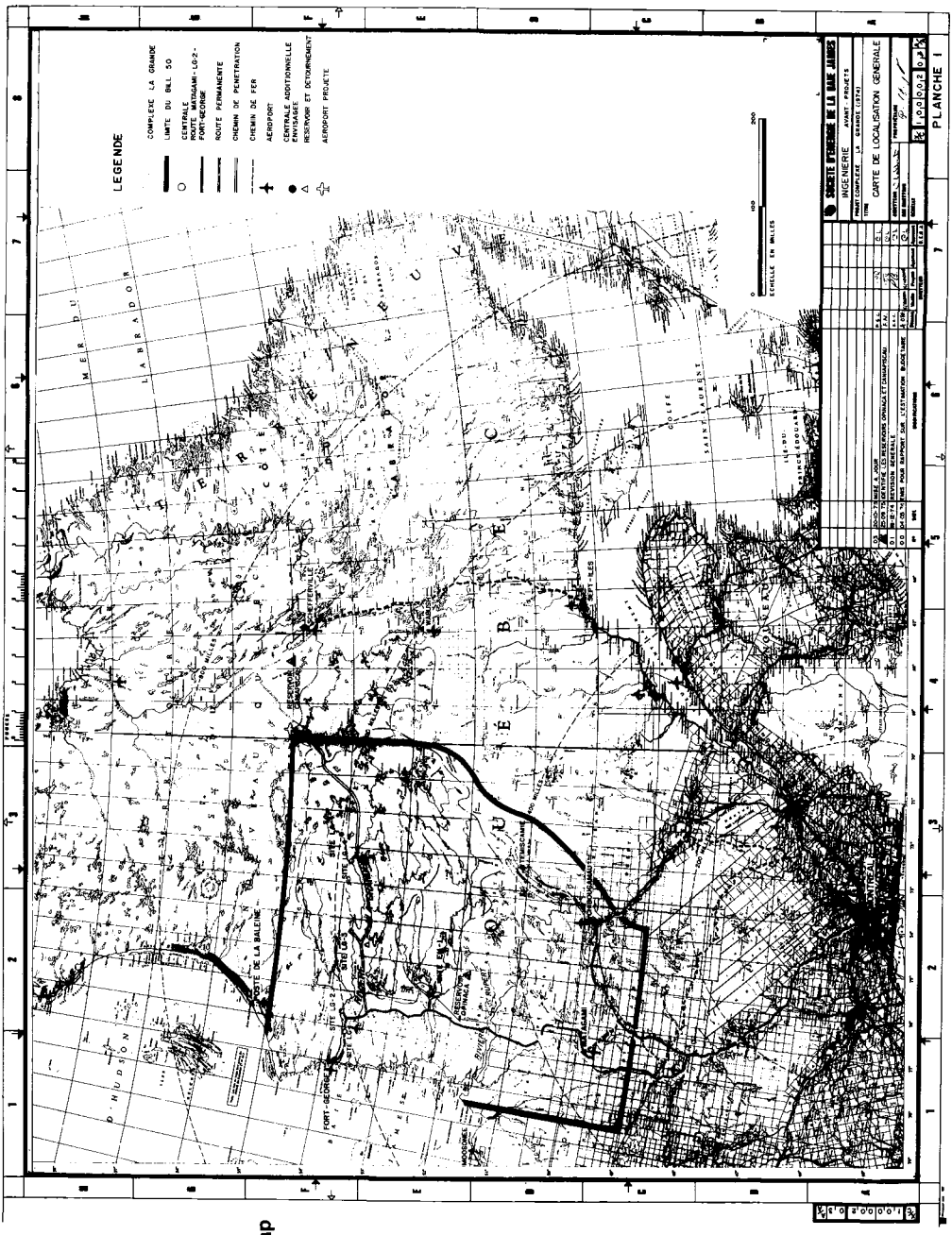
The total length of transmission lines is some 3 000 miles.

Other Powerplants

The engineers of La Société d'énergie de la Baie James are presently studying the possibility of further hydroelectric development projects on the rivers and tributaries of the La Grande Complexe, such as the LA 1 powerplant on the Laforge River and EM 1 on the Eastmain River.

The location of those two powerplants is shown on Plate 3; a double circuit 315-kV line will be required between LA 1 and LG 4 powerplants, and between EM 1 and the Nemaska substation, in the area of Nemaska Lake; a sixth line, 735-kV in voltage, will be required and will roughly follow the eastern corridor from the Lemoyne substation.

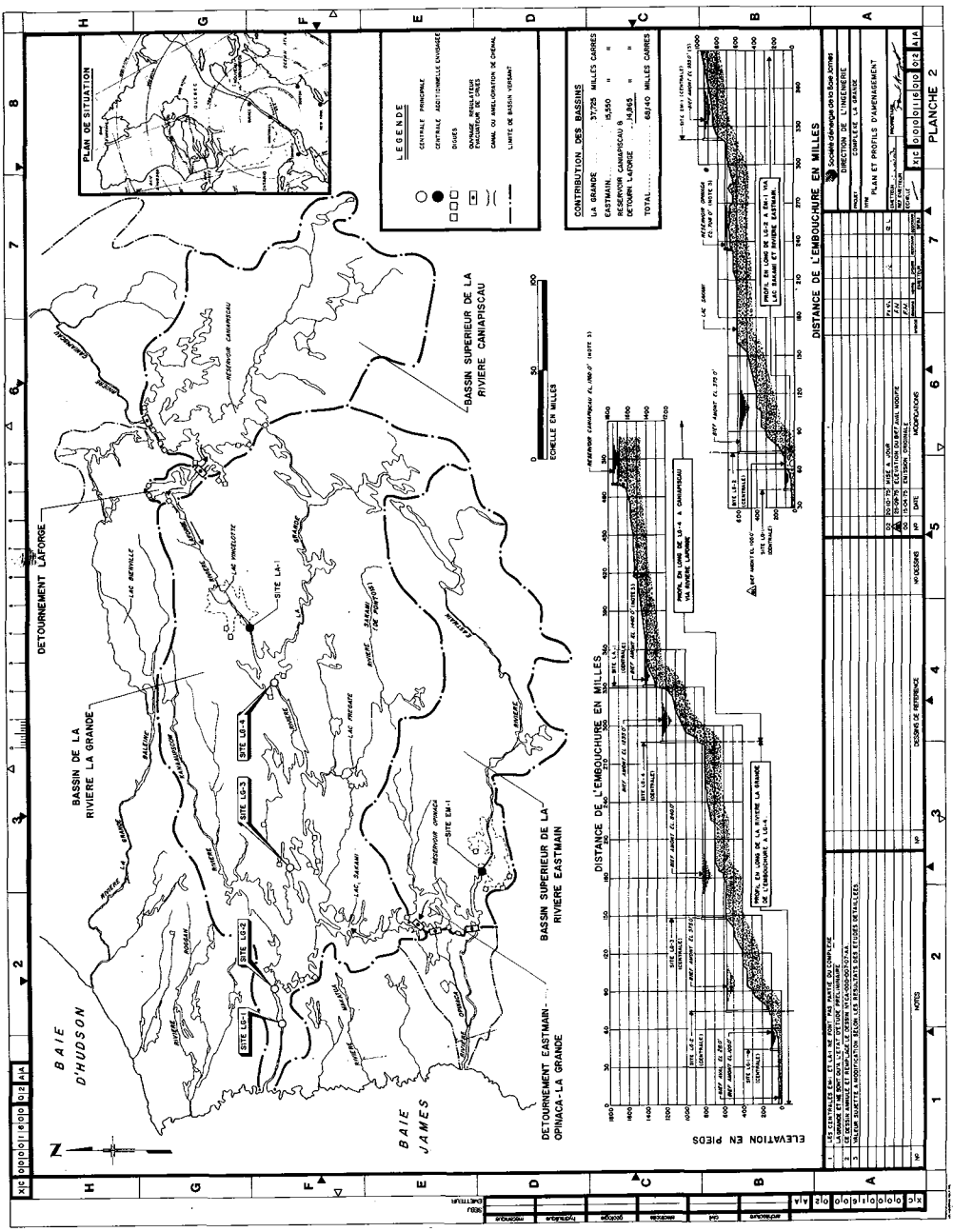
Other sites, upstream of these two powerplants, are also under consideration.



Section 8
Schedule 1
Plate 1

Complexe
La Grande

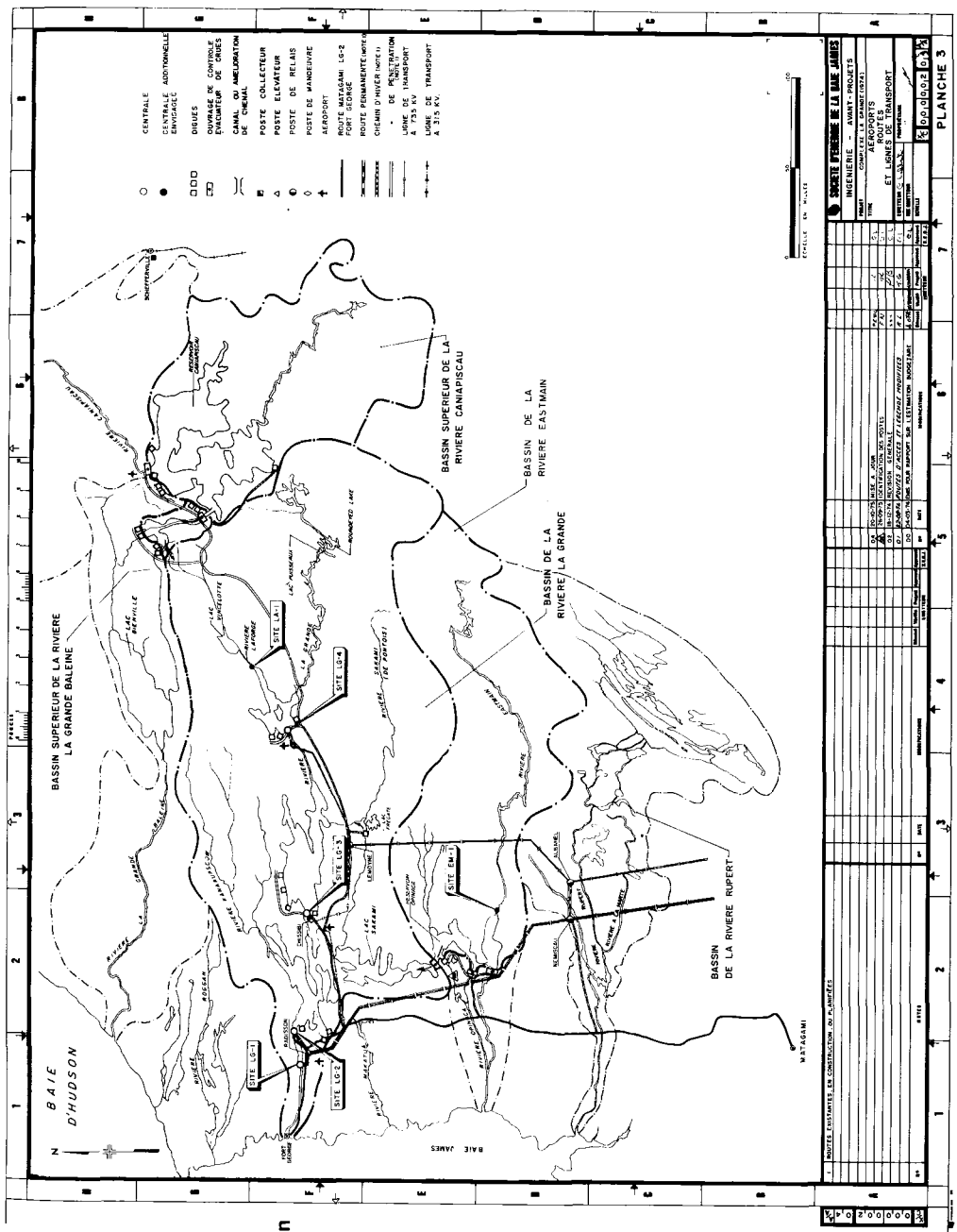
General Area Map



Section 8
Schedule 1
Plate 2

Complexe
La Grande

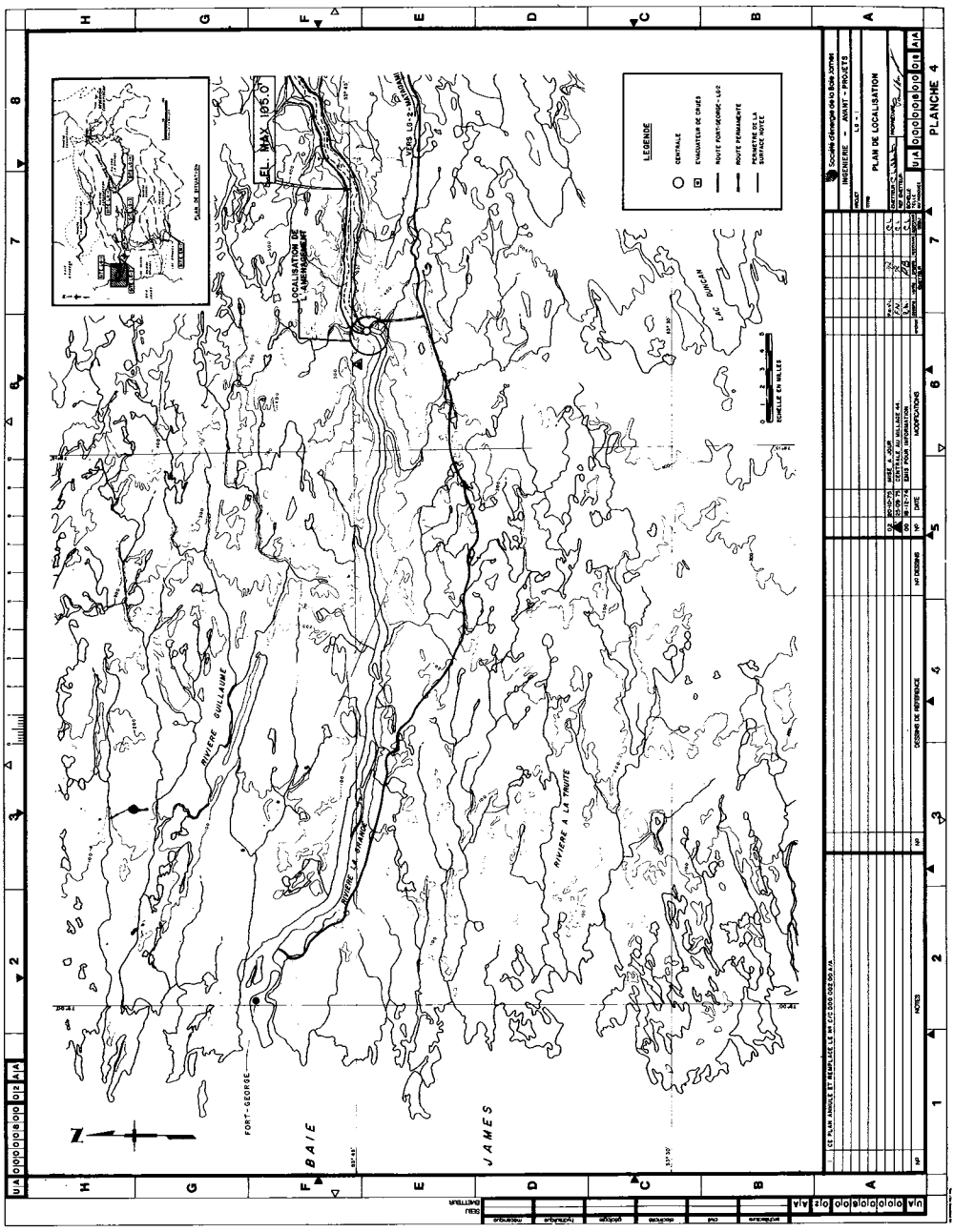
Map and Profiles



Section 8
Schedule 1
Plate 3

Complexe La Grande

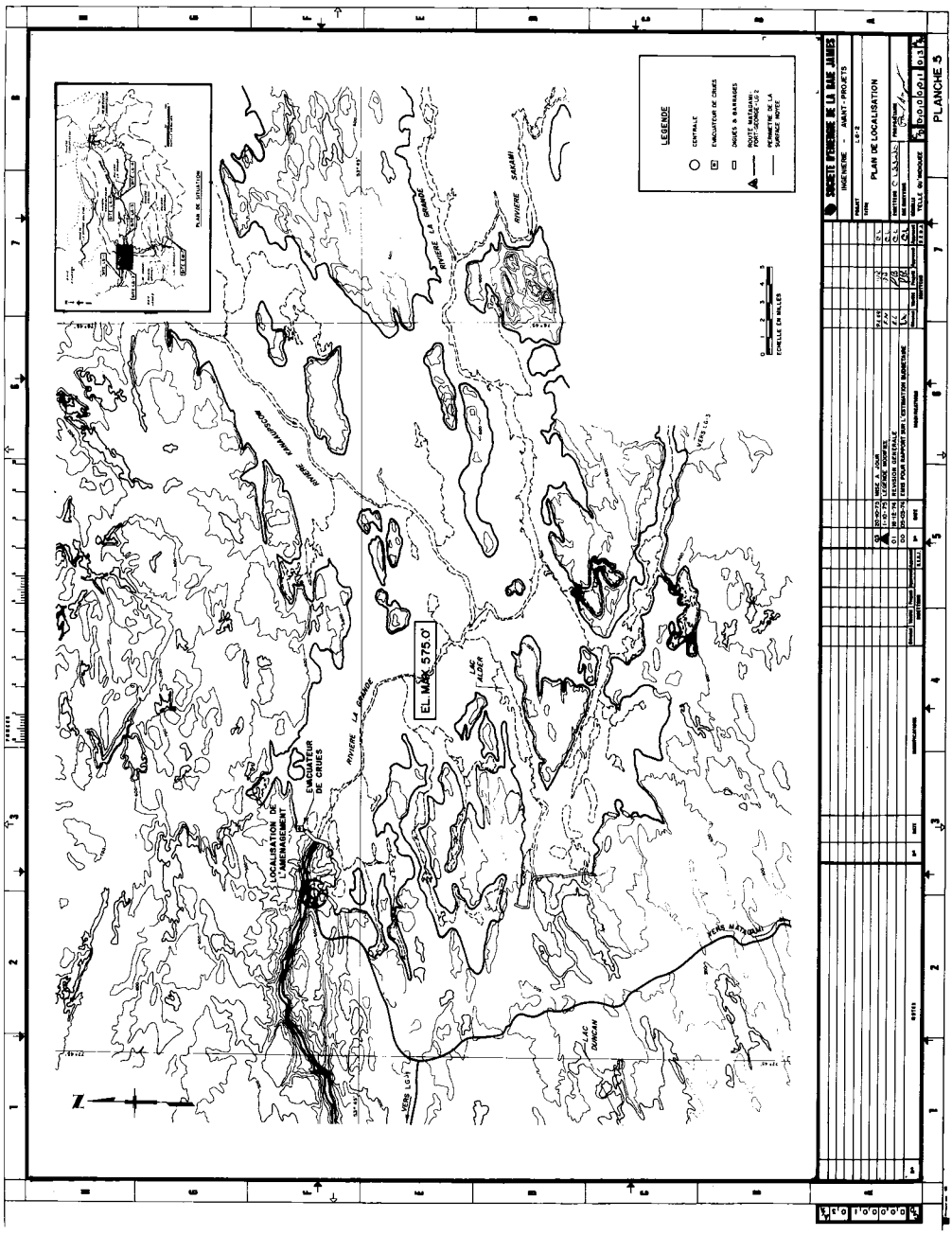
Airports, Roads and Transmission Lines



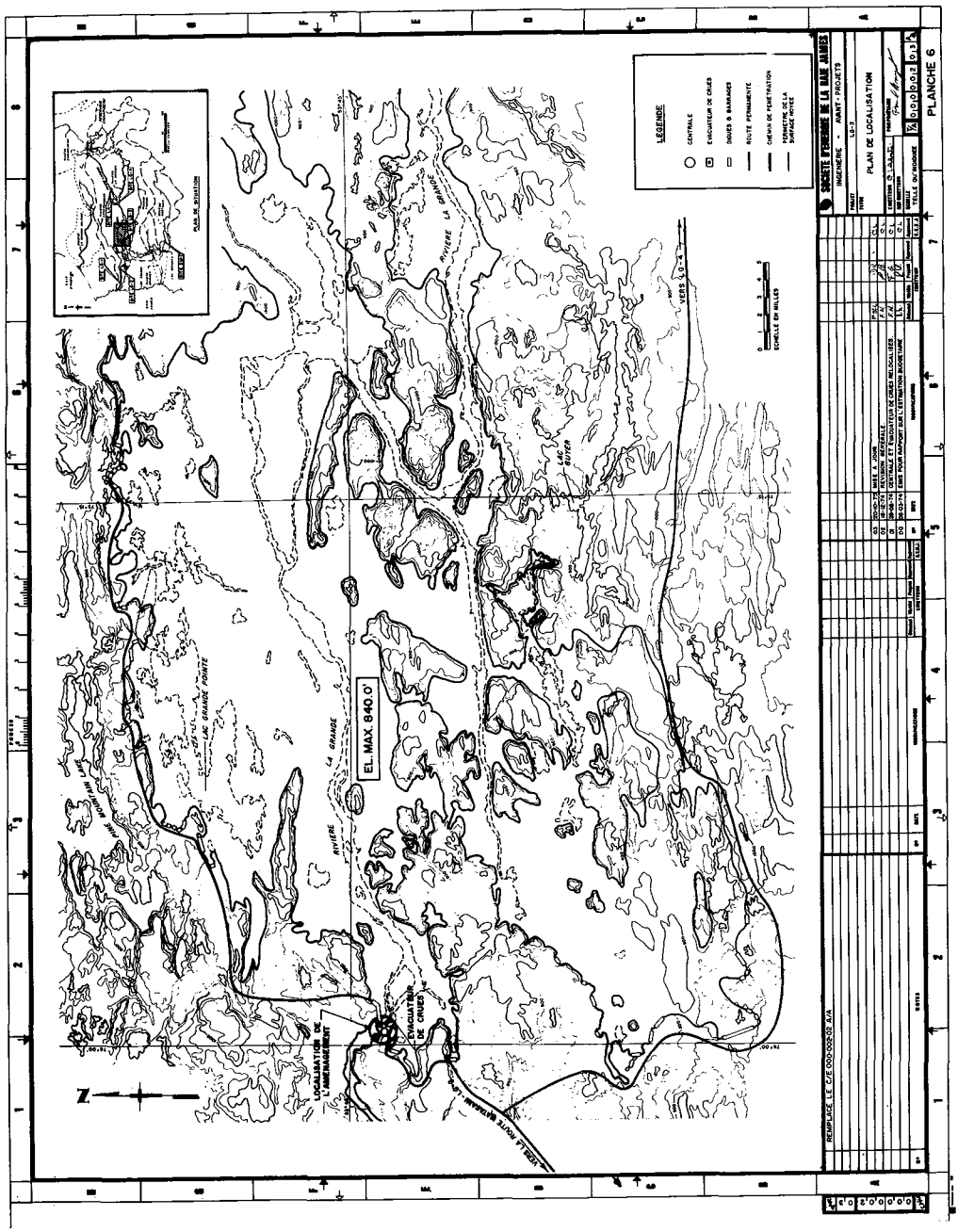
Section 8
Schedule 1
Plate 4

LG 1

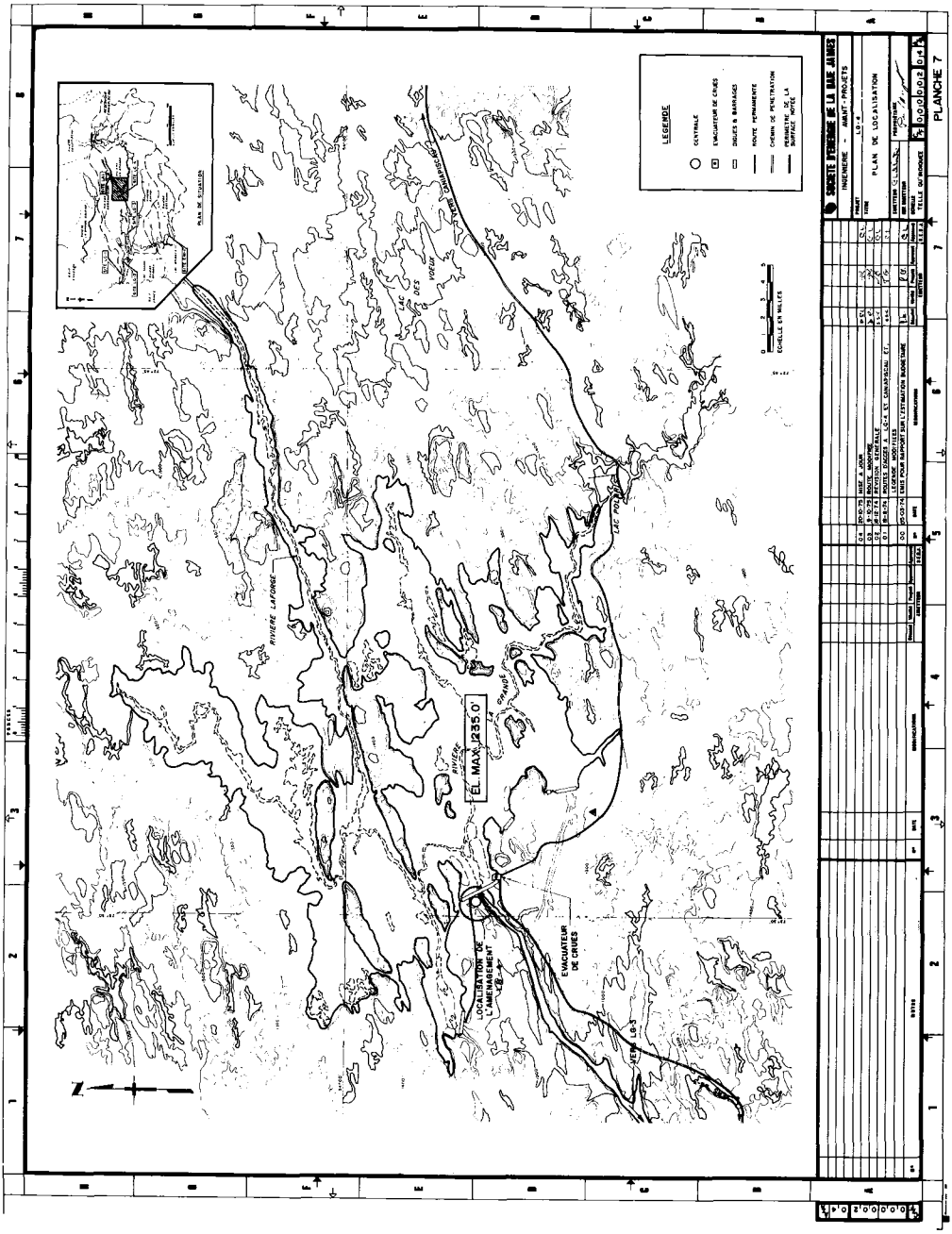
Area Map



Section 8
Schedule 1
Plate 5
LG 2
Area Map



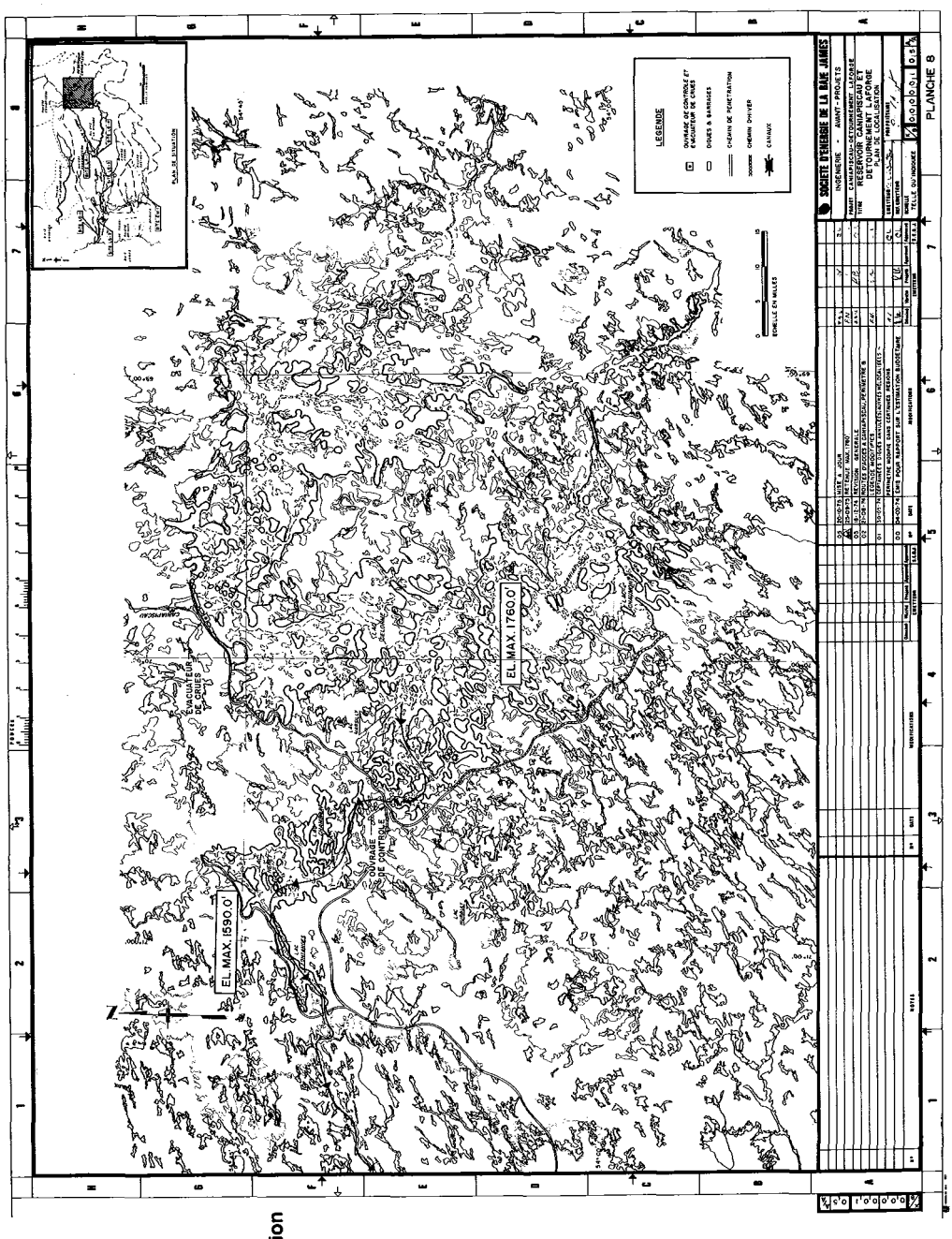
Section 8
Schedule 1
Plate 6
LG 3
Area Map



Section 1
Schedule 1
Plate 7

LG 4

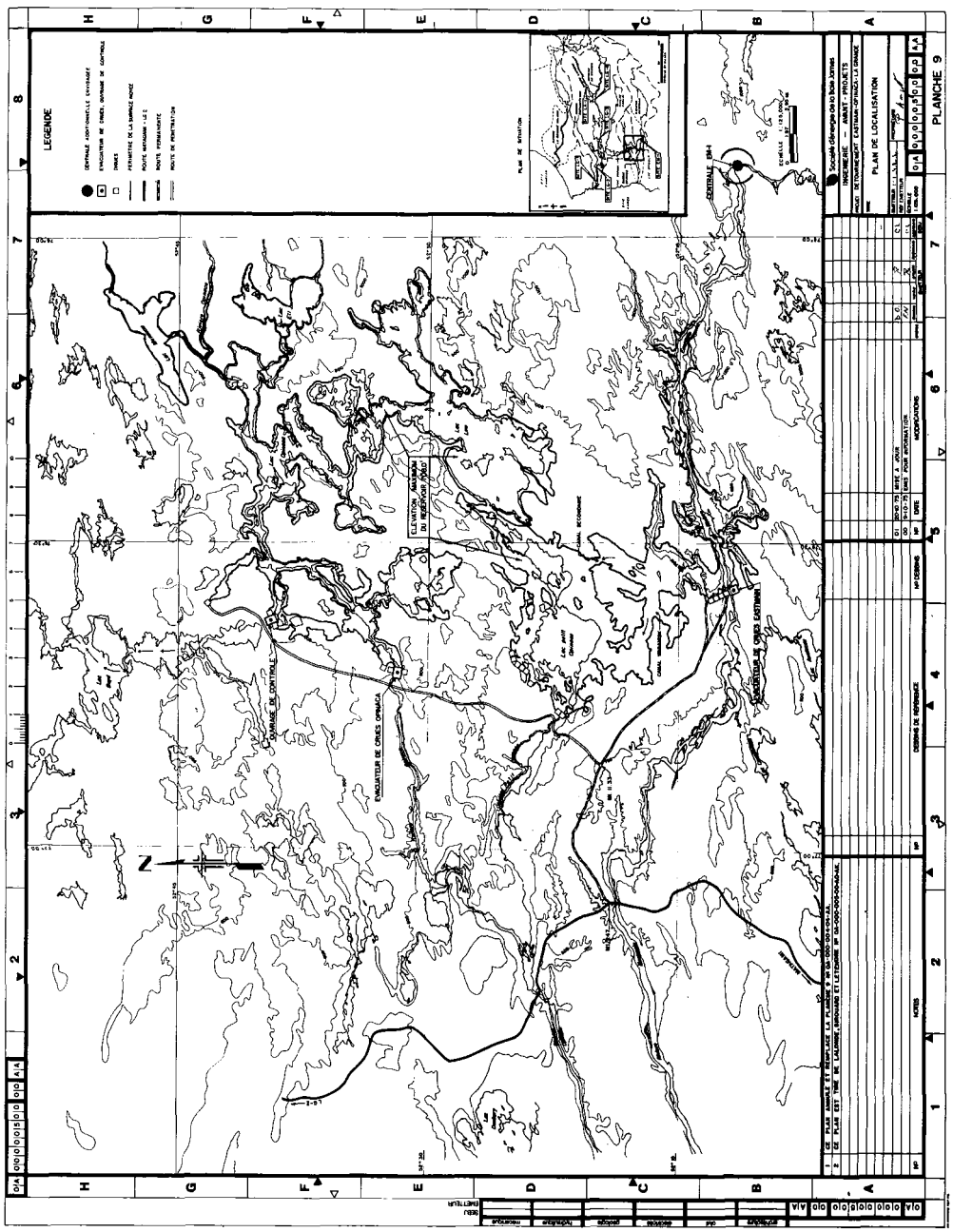
Area Map



Section 8
Schedule 1
Plate 8

Caniapiscau - Caniapiscau Reservoir and Laforge Diversion

Area Map



Section 8
Schedule 1
Plate 9

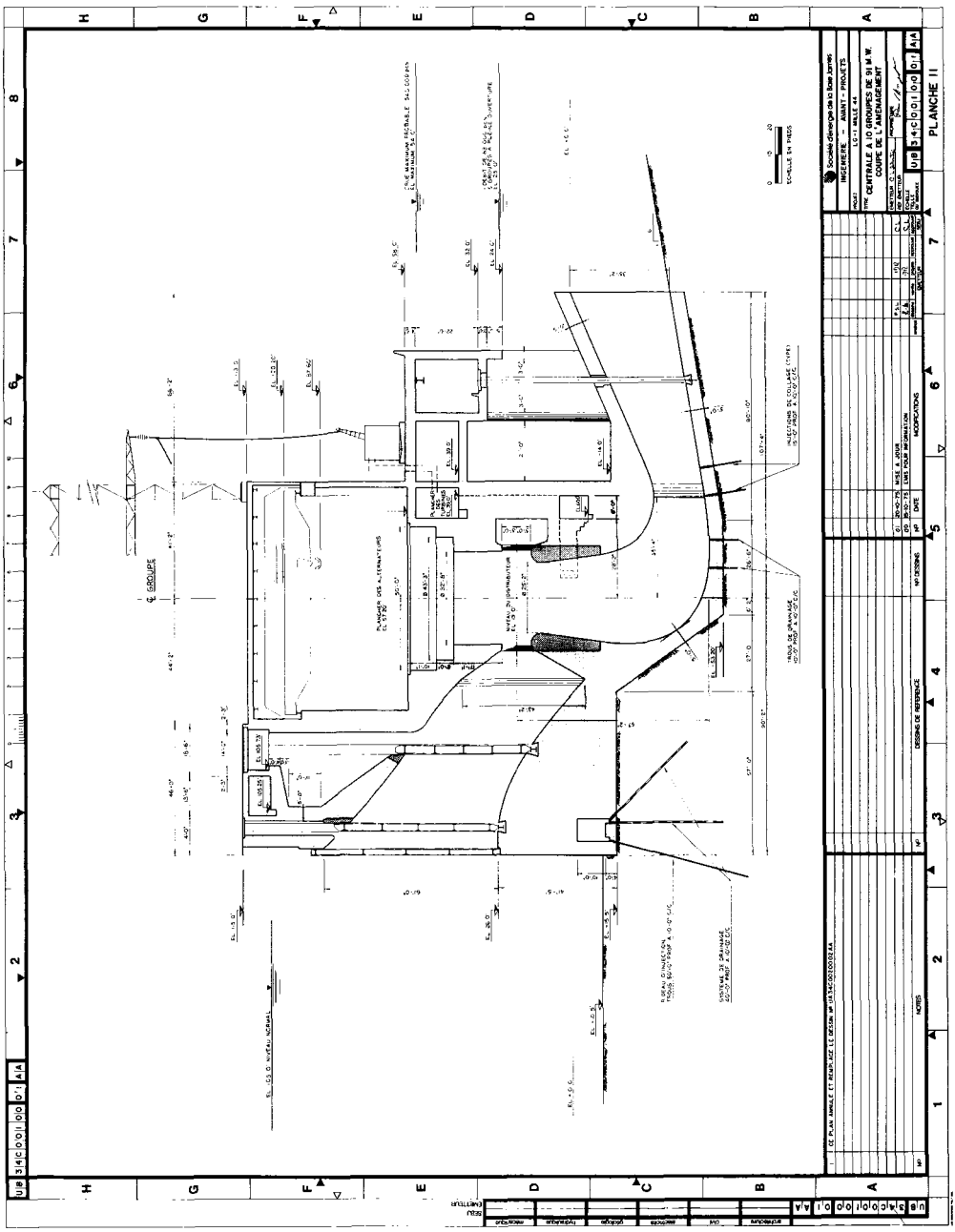
Eastmain
-Opinaca
-La Grande
Diversion

Area Map

Section 8
Schedule 1
Plate 10

LG 1

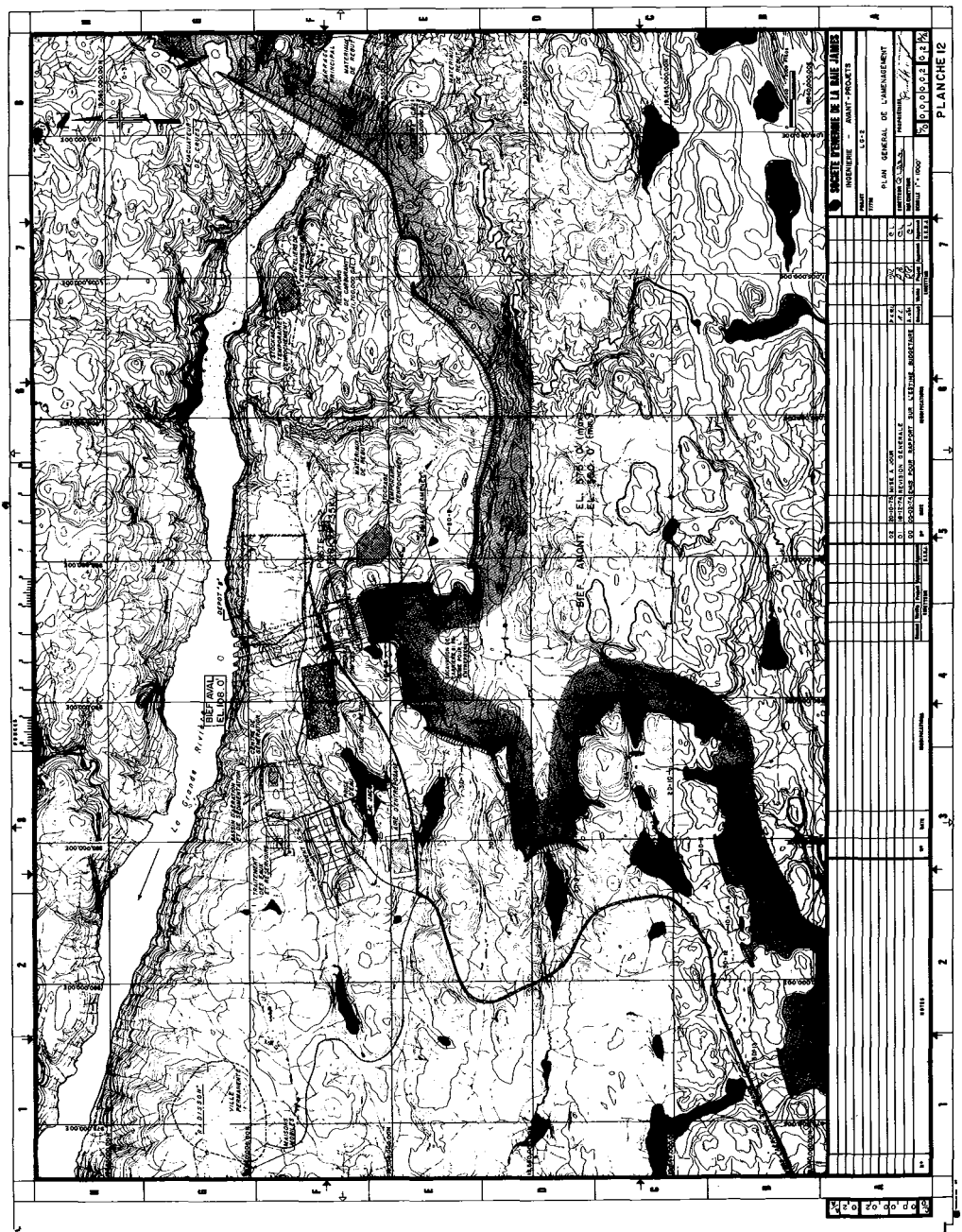
Map of the Site



Section 8
Schedule 1
Plate 11

LG 1

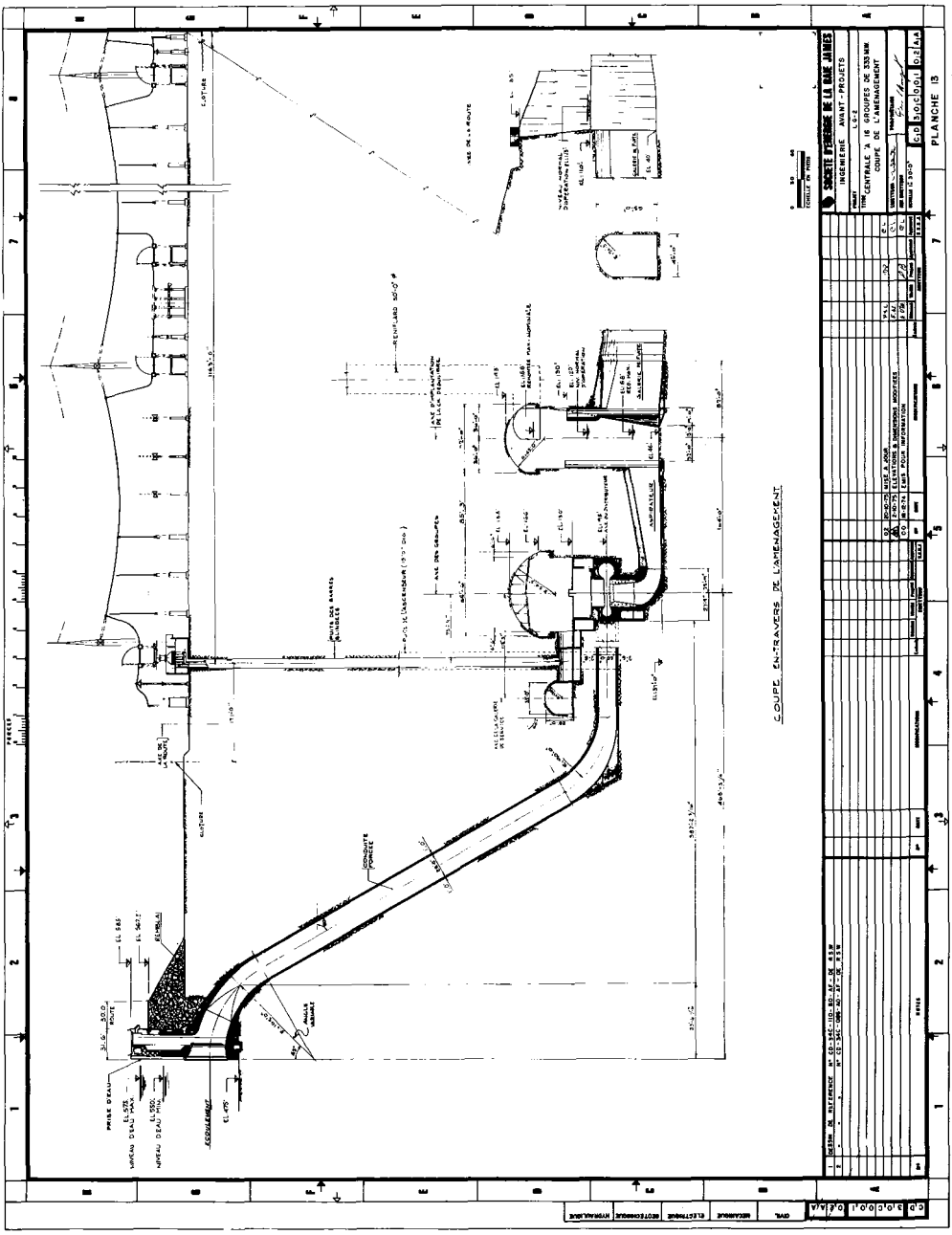
Longitudinal Section of the Powerplant - 10 Units of 91 MW each



Section 8
Schedule 1
Plate 12

LG 2

Map of
the Site



Section 8
Schedule 1
Plate 13

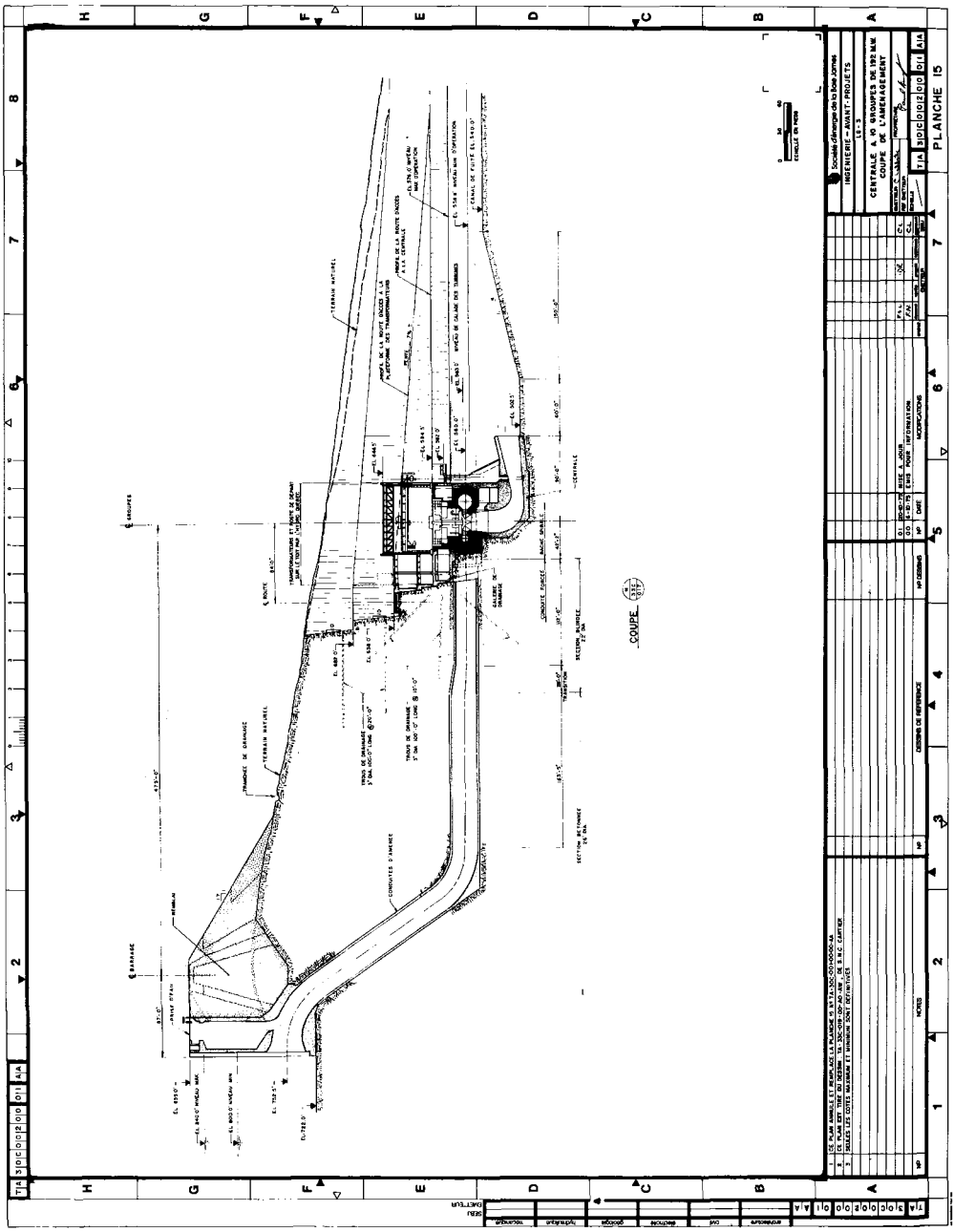
LG 2

Longitudinal Section of the Powerplant - 16 Units of 333 MW each

Section 8
Schedule 1
Plate 14

LG 3

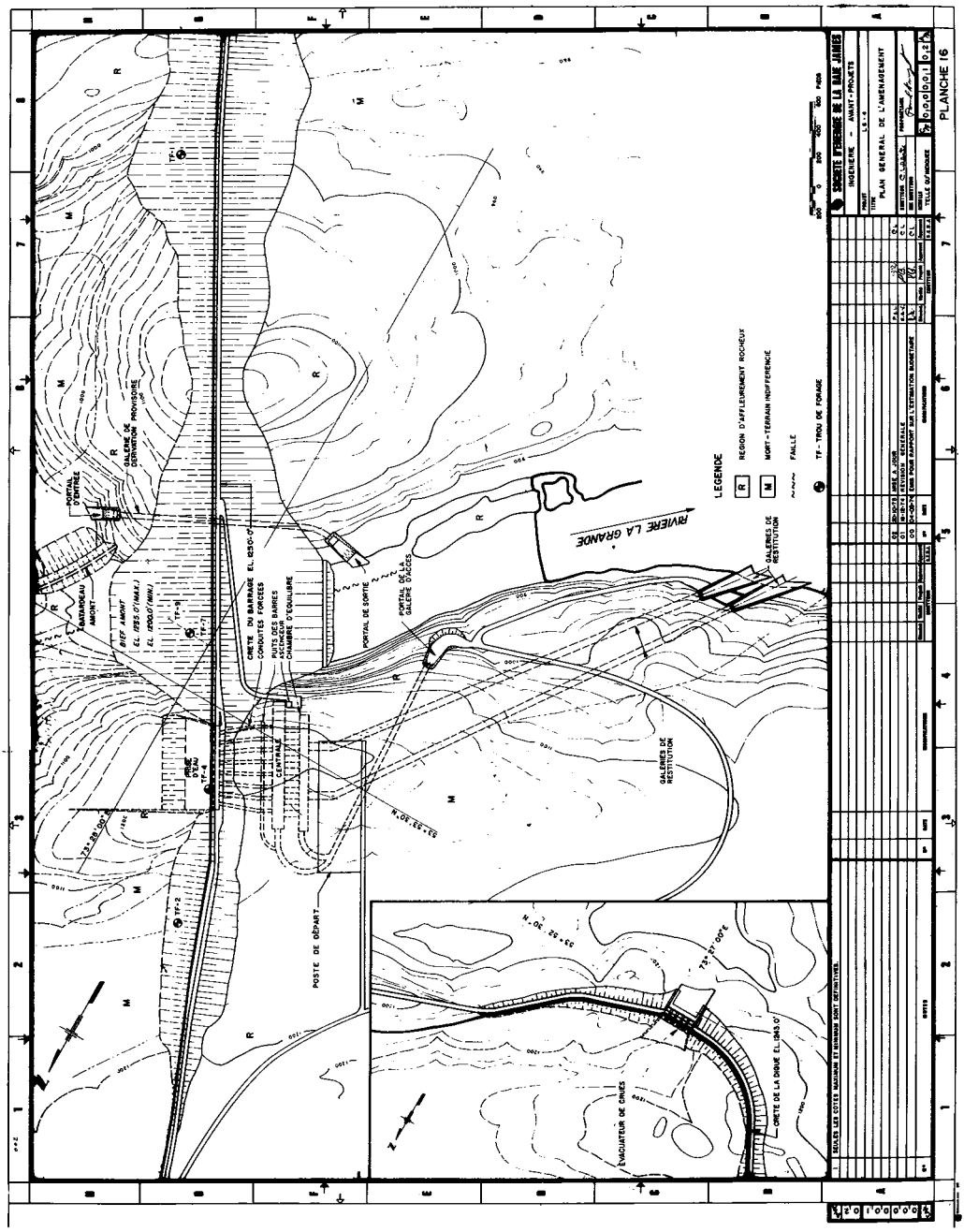
Map of the Site



Section 8
Schedule 1
Plate 15

LG 3

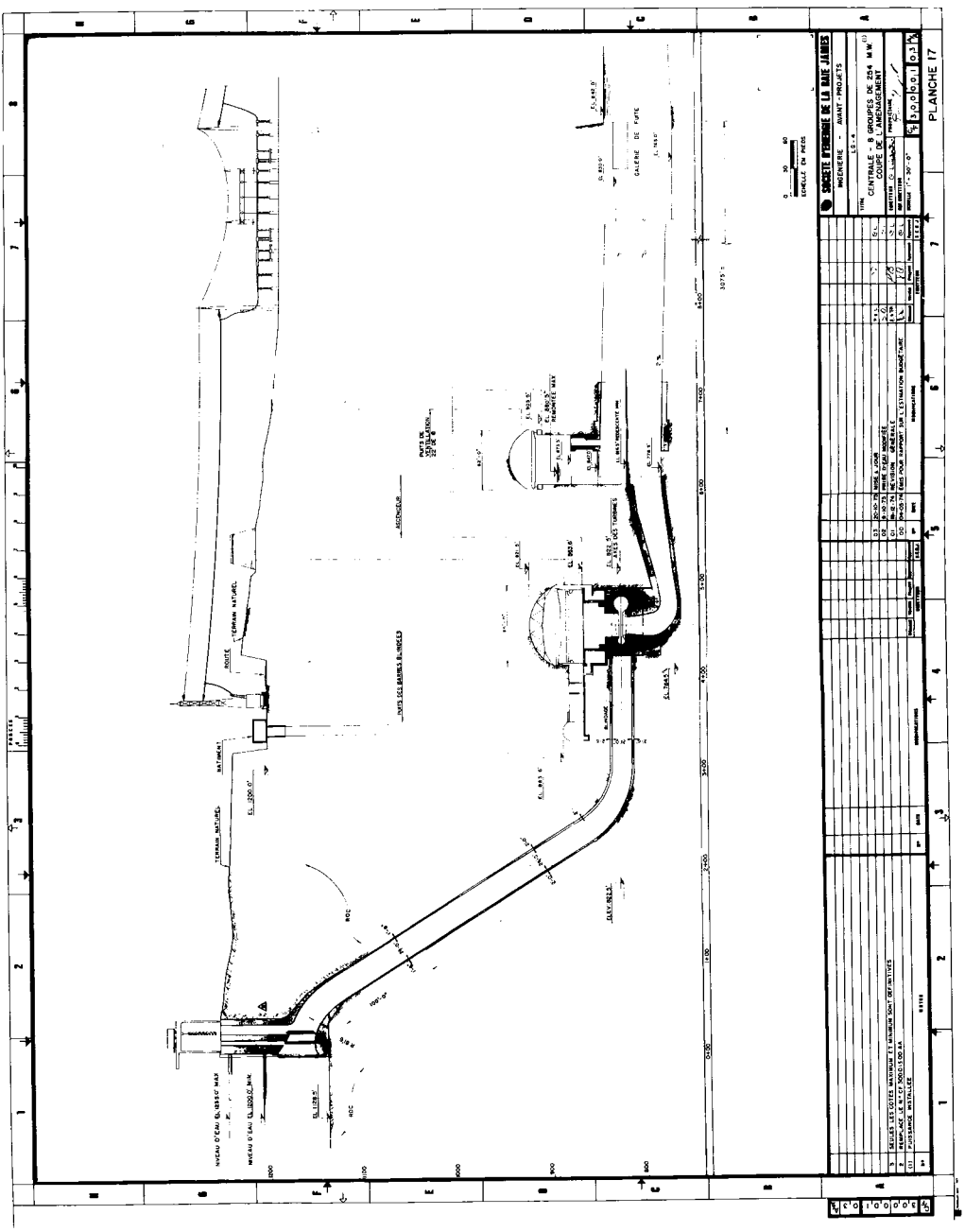
Longitudinal Section of the LG 3 Powerplant - 10 Units of 192 MW each



Section 8
Schedule 1
Plate 16

LG 4

Map of
the Site



Section 8
Schedule 1
Plate 17

LG 4

Longitudinal Section of the Powerplant - 8 Units of 254 MW each

Section 8 – Technical Aspects

Clearing Objectives and Specifications of Le Complexe La Grande (1975)

1. Clearing to Enhance Reproduction of Fish in Forebays and Reservoirs

Specific studies shall be made of each reservoir and forebay to determine suitable sites for selective clearing to enhance fish reproduction. In evaluating sites, these studies shall take into account 1) the ecology of fish concerned 2) the water level fluctuations 3) suitability of substrate 4) proximity of natural spawning sites 5) potential use of lake by native people 6) exposure of shorelines to winds and currents 7) experience from existing reservoirs and forebays.

2. The clearing of Tributaries Flowing into Forebays and Reservoirs to Enhance Fishing

The flooding of tributary streams may cause tree-kill along the banks and low lying ground. Dead trees falling into the water block stream passage which may prevent the up-stream movements of spawning fish such as walleye, sturgeon, brown trout and suckers. Consequently streams flowing into reservoirs and forebays with fish spawning potential and that are likely to experience problems from falling timber shall be considered priority areas for clearing. Areas selected to be cleared shall reflect:

i) Potential use of these fish populations by Native people in subsistence; and

ii) The potential of the stream for fish spawning.

Clearing objectives shall be to obtain a 5 foot clearance below the minimum drawdown level in the reservoir, and the clearing shall extend to at least the maximum water level in the areas selected.

3. Clearing to Facilitate Harvesting of Fish

Subsistence fishing may be developed by Native people, in forebays and reservoirs with significant fish populations. Fishing sites are often adjacent to areas where fish concentrate for spawning or migration purposes, near spawning reefs and at the mouths of in-flowing streams. Suitable potential fishing sites shall be selected and considered priority areas for clearing.

The clearance shall assure 10 vertical feet of clear water below the minimum water level of the reservoir during the fishing season. Near the cleared fishing zones, docking points shall be cleared.

4. The Clearing of Navigation Corridors

The clearing of navigation corridors shall be considered to allow for the use of reservoirs as freighter canoe and snowmobile travel routes to inland traplines and hunting and fishing areas. In certain cases the clearing of in-flowing tributary rivers and streams used as navigation routes shall also be considered to permit access to these rivers by canoe.

The clearing required for navigation corridors shall vary according to the particular features of each reservoir. Nevertheless, the depths of clear water should be at least 10 vertical feet below the minimum water level experienced in the reservoir during the ice-free season (between the beginning of May and the end of November).

5. The Clearing of Docking Points

The clearing of docking points should be related mainly to security of Native people, fishermen or tourists. These docking points shall be selected in view of providing Native people with access to bush camps and facilitate their use of forebays and reservoirs.

Landing areas shall be cleared to provide a clearance of 5 feet of water below the minimum water level experienced during the ice-free season. This water level is calculated from the minimum predicted level that would be experienced from the beginning of May to the end of November.

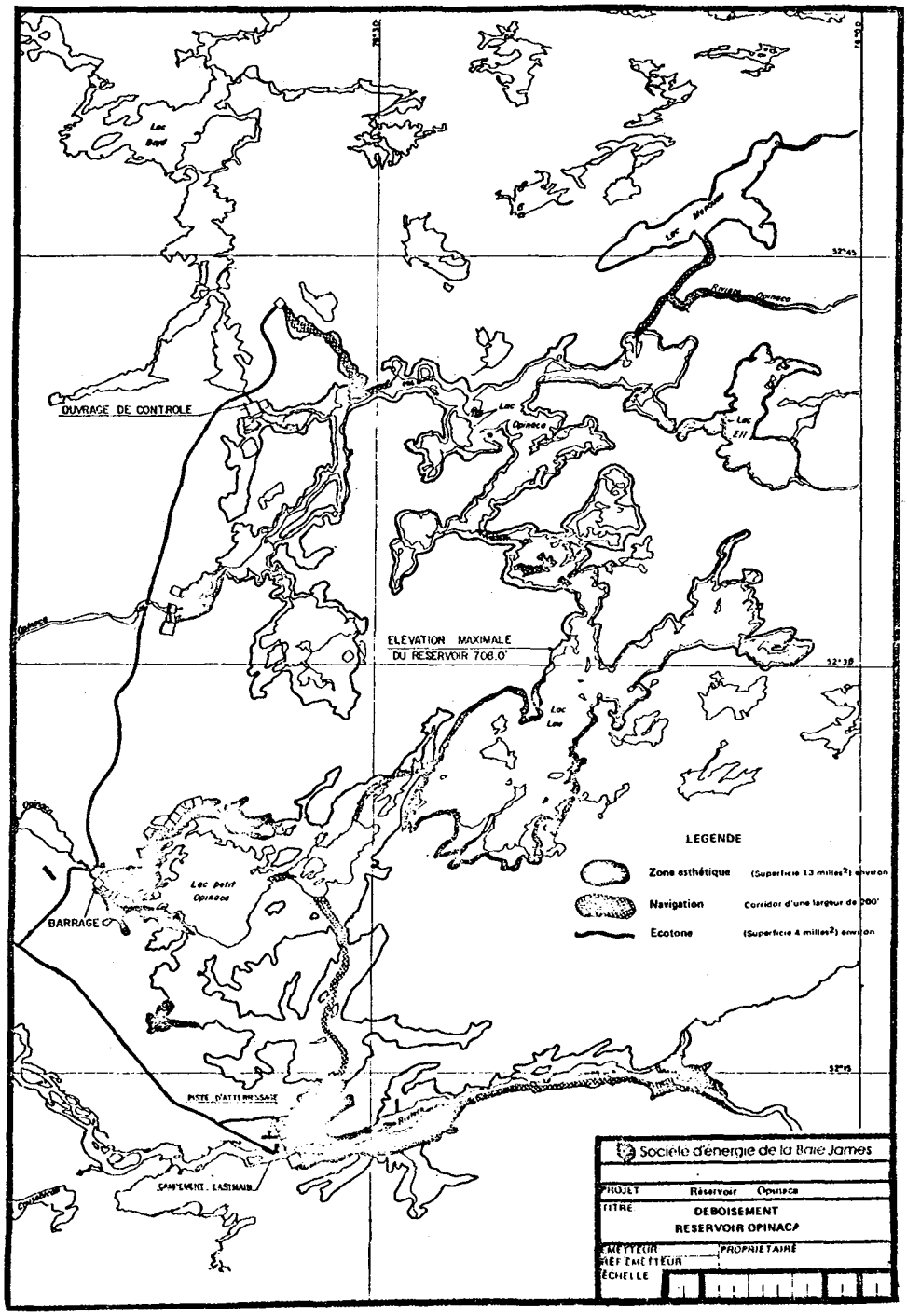
6. The Clearing of Access Ramps

Access ramps to reservoirs shall be provided at points easily accessible by road to permit the launching of canoes. Their location shall be related to cleared navigation corridors, subsistence fishing sites and the road network so as to provide access to reservoirs and forebays at all water levels during the navigation season. Access ramps should be cleared for a strip up to a maximum of 500 feet along the shore outwards to obtain a 10 vertical feet clearance below minimum water level experienced in the ice-free season and upwards to the maximum water level. Inside the cleared strip, consideration shall be given for the construction of an access road down to the minimum water level.

7. Clearing to Permit Access by Sea Planes

Sea plane landing areas in reservoirs may be useful to Native people going to their traplines and carrying out other bush activities if the natural lakes do not provide landing site. Sheltered bays not likely to fill with drifting timber and flotsam and that could be boomed off are most suitable as landing sites.

Selected areas shall be cleared to obtain a depth of 5 feet clearance below minimum water level during ice-free season.


OUVRAGE DE CONTROLE
ELEVATION MAXIMALE
DU RESERVOIR 708.0'
BARRAGE
Lac petit Opinaca
LEGENDE
Zone esthétique
Navigation
Ecotone
Société d'énergie de la Baie James
PROJET Réservoir Opinaca
TITRE DEBOISEMENT
RESERVOIR OPINACA
EMETTEUR
PROPRIETAIRE
REF EMETTEUR
ÉCHELLE

Section 8 – Technical Aspects

Permissible Remedial Works and Programs

Preamble

No remedial works and programs can be carried without authorization of plans, budgets and administrative procedures for such remedial works and programs by resolution of the board of directors of SOTRAC.

Permissible remedial works and programs as referred to in paragraph 8.9.2 SOTRAC of the Agreement may include but not be limited to the following.

1.0 Trapping Out, Re-location and/or Harvest of Animals from Areas to be Flooded by Forebays and Reservoirs.

In general, SOTRAC shall work closely with La Société d'énergie de la Baie James to plan and execute the undertaking to trap out, harvest and/or capture and re-locate animals from the areas to be flooded by the forebays and the reservoirs. This undertaking more specifically consists of the following steps:

1.1 Trapping out and/or harvesting of animals in the areas to be flooded prior to the filling of forebays and reservoirs.

1.2 Capture and re-location of fauna from areas to be flooded by the forebays and reservoirs to other areas prior to the filling of the forebays and reservoirs.

1.3 Rescue and re-location and/or harvesting of animals during the filling of forebays and reservoirs from areas being flooded.

2.0 Re-organization of the Traplines

SOTRAC jointly with the Cree trappers and with the advice of the Hunting Fishing Trapping Coordinating Committee shall plan and implement the required re-organization of the Cree traplines required due to loss of trapping areas by flooding in forebays and reservoirs and other project installations. This work may include the following steps:

2.1 Arrange and pay for cost of inter and intra Cree community meetings of the trappers to re-draft trapline boundaries.

2.2 Arrange and pay for reconnaissance visits for the Cree trappers to proposed new trapping areas.

2.3 Provide technical and financial assistance to the trappers for planning and development of new hunting fishing trapping camps, lodges, caches, landing places, portages and other hunting fishing trapping support facilities as required for efficient use of the re-organized traplines.

2.4 Provide technical and financial assistance to transfer equipment and supplies from camps, lodges, caches no longer in suitable locations for the re-organized traplines to the new locations described in 2.3 above.

2.5 Provide technical and financial assistance to the Cree trappers for other programs and undertakings which may be required for efficient implementation of the re-organization of the traplines.

3.0 Transportation Subsidies

The re-organized traplines may increase travel distances from the Cree communities. To off-set the economic impact of such extended travel SOTRAC may provide technical and financial assistance to the Cree trappers for such periods SOTRAC may determine as follows:

3.1 To off-set incremental increase of cost of present modes of travel to the re-organized traplines.

3.2. To study, plan and implement alternative modes of transportation to and from traplines more suitable for the conditions encountered on the re-organized traplines.

3.3 To study, plan and implement other transportation related programs which will off-set impacts from the project and facilitate more efficient use of the re-organized traplines.

4.0 Programs to Increase the Efficiency of Subsistence Harvesting.

Recognizing the possibility for using areas of marginal economic yield for the re-organized traplines to off-set the loss of prime areas due to flooding and other projects features SOTRAC shall study, plan, implement and finance programs which may increase the efficiency of the subsistence harvesting such as:

4.1 Aerial inventories of beaver lodges, caribou herds, moose and other animals.

4.2 Alternative methods for harvesting.

4.3 Improved communications and logistics support for the trappers in the bush.

4.4 Other related programs.

5.0 Programs for Development of Hunting, Fishing, Trapping and Related Activities.

Recognizing the potential reduced yields from hunting, fishing and trapping due to impacts of Le Complexe La Grande (1975) SOTRAC shall study, plan, implement and furnish financial assistance to the development of Cree hunting, fishing, trapping related activities such as:

5.1 Study, evaluation, development and operation in fur animal farms.

5.2 Contributions to education and training of Crees in the knowledge and skills required to carry on the hunting-fishing-trapping related activities such as tanning, fur manufacturing, etc.

5.3 Studies for installation of food preservation facilities to enhance barter or trade opportunities within and between the Cree communities of fish, meat, game and other subsistence harvest foods; but normally no construction of such facilities.

5.4 Studies related to development of hunting and trapping on the Off-Shore Islands and fishing in the Bay.

6.0 Works to Improve Habitats and Increase the Productivity of the Environment.

Recognizing the Cree desire to maintain subsistence harvesting potential at the highest level practical within the productive capacity of the area

affected by Le Complexe La Grande (1975) and the objectives of conservation set forth in the Hunting Fishing Trapping Section of the Agreement SOTRAC may study, analyze and implement undertakings designed to increase the potential for subsistence harvesting such as:

6.1 Stream management programs to improve spawning areas, nursery areas and the general capacity of rivers for holding desirable fish populations.

6.2 Stream flow modification programs on rivers that have been diverted or whose flow regimes are affected by the project.

6.3 Channel improvement and dredging operations on rivers, estuaries and shore-line areas of James Bay to facilitate navigation by Cree people engaged in subsistence activities and also to facilitate fish passage.

6.4 Works to improve existing or create new waterfowl feeding, staging and nesting habitat.

6.5 Works on reservoirs and lakes to improve habitats for fur-bearer animals and to reduce erosion problems.

6.6 Stream, lake and reservoir bank stabilization works to improve habitats for furbearer animals and to reduce erosion problems.

6.7 The improvement and management of shoreline habitat along rivers and reservoirs.

6.8 The creation of embayments, especially at the mouths of rivers entering reservoirs to create optimal fish spawning and nursery areas and to create optimal habitat for fur-bearer animals.

6.9 Physical works that could lead to improvement of the habitats of fish, wildfowl, fur bearer animals and big game.

7.0 The Establishment of Artificial Fish Spawning Facilities in Rivers and Streams such as the Creation of Spawning Channels and Spawning Boxes to Replace Natural Areas Lost Due to the Construction and Operation of Le Complexe La Grande (1975).

8.0 The Establishment of Fish Hatcheries to Provide Stocks for the Forebays and Reservoirs and Rivers, Lakes in which Recruitment to Natural Fish Populations is Interfered with by Le Complexe La Grande (1975), and/or for Stocking Existing Lakes and Rivers to Off-set Productivity Loss in the Project Affected Areas.

9.0 Re-stocking or Introduction of Specific Species of fur-bearers and Mammals under Careful Monitoring Systems.

10.0 Specific Works. The following are examples of types of special remedial works which may be considered by SOTRAC.

10.1 The construction of a control structure on the outlet of Menouow Lake to stabilize water levels there and permit the development of a new shoreline habitat.

10.2 Creation of control structures in other localized regions of the Opinaca reservoir to maintain water levels and thus create habitat.

10.3 Channel improvement of the Eastmain downstream of the diver-

sion point, particularly in the region of Islands, i.e. channelizaton of the river to north or south side of Islands Rapid and other locations along the river.

10.4 Stream improvement and management on the Miskimatao River flowing into the Eastmain on the south bank just above Islands Rapid.

10.5 Stream management and habitat improvement of the Cold Water River flowing into the Eastmain on the south bank below the First Rapids.

10.6 Habitat improvement and stream management on the Opinaca River.

10.7 Dredging and channel improvement in the Eastmain estuary to permit access to and from Eastmain village.

10.8 Mile 23 La Grande, creation of a fish pass to permit passage of whitefish and cisco up La Grande beyond Mile 23 and possibly into tributary rivers downstream of Mile 44.

10.9 The management of water levels in selected bays along the James Bay coast to optimize their suitability as wildfowl feeding and staging areas, i.e. Goose Bay, Paul Bay, etc . . .

10.10 Channelization between Wastikun Island and the mainland on James Bay. This high rocky promontory approximately 15 miles north of Fort George along the coast is a hazard to safe coastal navigation to goose hunting areas and it might be possible to channelize the shallow passage about 200 ft. long between Wastikun Island and the mainland to permit safe passage of canoes under all weather conditions.

9.0.1 Subject to all other provisions of the Agreement, there shall be recommended to Parliament special legislation concerning local government for the James Bay Crees on Category IA lands allocated to them.

Such legislation shall contain the following provisions inter alia:

a) the incorporation of each Cree band and the extension of the corporate membership to include all Crees eligible to benefit under the Agreement;

b) the establishment of band councils and provisions for their election and term of office as well as the filling of vacancies and contestation of elections; there shall also be provisions that the powers of the incorporated band shall be exercised through the band council and that each band shall have the option of electing or appointing its chief and councillors according to band custom, which shall apply to the extent that it is compatible with the corporate structure of the band. Such band customs shall be set out in the by-laws of the band and such by-laws shall be subject to the approval of the Minister of Indian Affairs and Northern Development.

c) powers of the band council, which shall include these powers under the existing sections 28 (2), 81 and 83 of the Indian Act and all or most of the powers exercised by the Governor-in-Council under s. 73 of the Indian Act as well as certain non-governmental powers;

d) the powers of taxation for community purposes, in such manner and to such extent as may be agreed upon;

e) provisions establishing the right of use of the individual Cree in a given plot of land, limiting the rights of the individual to the use of one lot for residential purposes; provisions governing the allotment of additional land for non-residential purposes;
provisions governing the right to take land for community use and the right to compensation for improvements where land is taken for community use;

f) the regulation and licencing of business activities, trades, occupations, merchants and work on the reserve;

g) tax exemptions which shall be the same as those provided by the Indian Act or other acts of Canada applying from time to time to Indians registered under the Indian Act shall apply to Indians registered under the Indian Act who reside on Category IA lands;

h) provisions for exempting from seizure Category IA lands and Cree property thereon, similar to those extended to other Indians as provided for in the Indian Act, unless otherwise agreed upon;

i) provisions governing residence on Category IA lands;

j) provisions governing access to Category IA lands;

k) provisions governing the granting, by the band, on Category IA lands of servitudes, usufructs and other rights of use and occupation and leases respecting such lands to any persons including non-Indians;

l) provisions relating to band public works;

m) certain defined powers relating to land use and environmental and social protection;

n) powers of the band council relating to the protection and use of natural resources consistent with and subject to applicable laws and regulations and in conformity with the terms of the Agreement;

o) the general powers of the Minister of Indian Affairs and Northern Development to supervise the administration of Category IA lands;

p) and such other powers as may be incidental and/or ancillary to the exercise of local government or the implementation of the Agreement;

9.0.2 Discussions shall take place forthwith upon the execution of the Agreement between Canada and the James Bay Crees to determine, in accordance with the above provisions 9.0.1 a) to 9.0.1 p), the terms of the special legislation to be so recommended.

Until such legislation is enacted, the Indian Act shall apply to such lands, subject to all other provisions of the Agreement.

9.0.3 Notwithstanding the foregoing, in the event that the Indian Act applies to Category IA lands, Cree beneficiaries under the Agreement who are not Indians under the Indian Act shall be entitled to reside on the reserve.

9.0.4 The provisions of this Section can only be amended with the consent of Canada and the interested Native party.

10.0.1 The members of each of the Cree communities of Great Whale River, Fort George, Rupert House, Paint Hills, Nemaska, Eastmain, Waswanipi and Mistassini shall be respectively incorporated as, and shall be, public corporations under the names of "The Corporation of Great Whale River", "The Corporation of Fort George", "The Corporation of Rupert House", "The Corporation of Paint Hills", "The Corporation of Nemaska", "The Corporation of Eastmain", "The Corporation of Waswanipi", and "The Corporation of Mistassini" and shall have jurisdiction in the respective territories allocated for each of the said communities as Category IB lands and, where applicable, Category IB special lands. The territory of the Cree Corporation of Great Whale River shall not be included within the boundaries of the municipality of Great Whale River to be erected under Section 12 of the Agreement.

10.0.2 Notwithstanding the provisions of any other act, the respective territories of such public corporations shall be excluded from the territory of the municipality presently designated as the James Bay municipality.

10.0.3 Each public corporation shall be represented and its affairs administered by its council.

10.0.4 For each Cree community, the members of the council of the public corporation having jurisdiction over Category IB area for that community shall be the same as the members of the council in office of the community corporation having jurisidiction over the Category IA area of that same community.

10.0.5 Each such public corporation shall be a corporation within the meaning of the Civil Code; it shall have the general powers of such a corporation and such special powers as are assigned to it in this Section.

10.0.6 The corporate seat of each such public corporation, and the place of the meetings of its council, shall be located within the Category I area of the members of the community comprising such public corporation as shall be determined by resolution of the council thereof.

10.0.7 The following provisions of the Cities and Towns Act, R.S.Q. 1964 c. 193 as modified, shall apply to the said public corporations:
4(7), 4(8), 4(14), 4b, 5, 6, 7, 8, 9 (as modified herein), 10, 11, 17 (as modified herein), 19, 26 (as modified herein), 28 (as modified herein), 46, 51, 52, 53, 54, 54a, 54b, 61 (as modified herein), 62 (as modified herein), 64 (as modified herein), 65, 66, 67, 68 (as modified herein), 69 (as modified herein), 70 to 89, 90 (as modified herein), 91 to 94, 95 (as modified herein), 96 to 103, 104 (as modified herein), 105 (as modified herein), 108, 109, 115, 346 (as modified herein), 347 to 365, 366 to 368 (as modified herein), 369, 370, 371, 372 (as modified herein), 375 (as modified herein), 376 (as modified herein), 377, 378, 379, 380 (as modified herein), 381 to 398, 399 to 410 (as modified herein), 411 (as modified herein), 413 to 420, 422, 423

(as modified herein), 424, 425, 426 (as modified herein), 427, 428, 429 (as modified herein), 429a, 431 to 433, 434 (as modified herein), 435 to 438, 439 (as modified herein), 442 (as modified herein), 443, 445 to 448, 450, 451, 452 (as modified herein), 453 to 457, 458 (as modified herein), 459 (as modified herein), 461 to 464, 464a (as modified herein), 465 to 472, 473 (as modified herein), 473a to 478, 479 (as modified herein), 480 (as modified herein), 481 to 483, 516 (as modified herein), 517 (as modified herein), 518, 518a (as modified herein), 519, 525 to 529 (as modified herein), 580 (as modified herein), 605 to 607 (as modified herein), 610 to 621 (as modified herein), 622 to 628, 629 to 640, 641 (as modified herein) and 642 to 697 (as modified herein).

For the purpose of application of the above-mentioned provisions of the Cities and Towns Act in this Section, the said public corporations shall be deemed to be municipalities within the meaning of the said Act.

10.0.8 Where the provisions of the Cities and Towns Act have been indicated in the preceding paragraph as modified for the purposes of application in this Section, such provisions shall be deemed to be modified in the manner set out in Schedule 1 of this Section.

10.0.9 For the purposes of interpreting these provisions of the Cities and Towns Act which apply to the said public corporations, the definitions listed in Schedule 2 of this Section shall apply.

10.0.10.1 The provisions of the Cities and Towns Act respecting the valuation roll, the imposition and collection of real estate taxes, including procedures relating thereto, and the provisions of the Real Estate Assessment Act shall come into force in the Territory of the corporation upon receipt by the Minister of Municipal Affairs of a resolution of the council of the corporation to proceed to the imposition of such real estate taxes.

10.0.10.2 The modifications numbered 10, 16, 17, 20, 21, 22, 23, 25, 28, 29, 30, 31, 32, 37, 39 in Schedule 1 hereof and the definitions numbered 4, 5, 7 in Schedule 2 hereof are null and void and do not apply when a corporation avails itself of the provisions of the preceding paragraph. The sections of the Cities and Towns Act thus affected shall then apply, mutatis mutandis, to the said corporation.

10.0.11 The public corporation shall have the power to make by-laws:

1) for environmental and social protection by more stringent requirements than those provided by laws and regulations;

2) for the protection and use of natural resources (excluding wildlife) consistent with applicable laws and regulations and taking into account that Québec will own the minerals and subsurface rights;

3) for the protection of the quality of the environment including the water, atmosphere and soil by measures compatible with the general objectives of legislations respecting the quality of the environment.

Such by-laws shall in no way restrict development and activities carried out or to be carried out outside land Category I, in accordance with laws including those laws and regulations incorporating the environmental and social protection regime applicable to land Category II and III.

Such by-laws take effect after approval by the Lieutenant-Governor in Council.

10.0.12 The language of communication of the public corporation shall be in accordance with the laws of general application in Québec. In addition, every person may address the public corporation in Cree and the public corporation shall ensure that such person can obtain available services from and can communicate with it in Cree.

10.0.13 In the sittings of the council of the said public corporation, whoever has a right to be heard may use Cree at his option.

10.0.14 The council of the public corporation shall have the right to make copies of the books, records, notices and proceedings or extracts thereof of the said public corporation in Cree.

10.0.15 Any of the said public corporations may, with the prior authorization of the Lieutenant-Governor in Council, make with the Government of Canada or any body thereof, or any band or council, and may, with the authorization of the Minister of Municipal Affairs, make with any public body, including a municipality, a community, an association and a school board, agreements respecting the exercise of its competence; it may then carry out such agreements and exercise the rights and privileges and fulfill the obligations arising therefrom.

10.0.16 The first fiscal year of the public corporation shall commence on the date of incorporation of the said corporation and shall terminate on December 31st of the same year unless otherwise provided in the Agreement.

10.017 The said public corporations shall be deemed to be municipalities within the meaning of the Municipal Affairs Department Act (Revised Statutes, 1964, chapter 169), the Municipal Commission Act (Revised Statutes, 1964, chapter 170), the Municipal Bribery and Corruption Act (Revised Statutes, 1964, chapter 173), the Municipal Aid Prohibition Act (Revised Statutes, 1964, chapter 176), the Publich Health Act (Revised Statutes, 1964, chapter 161), the Water Board Act (Revised Statutes, 1964, chapter 183), the Municipal School Debt and Loan Act (Revised Statutes, 1964, chapter 171) and municipal corporations within the meaning of the Labour code, and the said acts shall apply mutatis mutandis to the public corporations.

10.0.18 Subject to the provisions of this Section, the laws of general application exclusive of the Municipal Code shall apply to the public corporations contemplated in this Section.

10.0.19 The provisions of this Section can only be amended with the consent of Québec and the interested Native party.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec.

The modifications to the Cities and Towns Act, as indicated in paragraph 10.0.7 shall be the following:

.1 *Section 9:* The following paragraph is added:

"The oath may also be taken in accordance with the provisions of Section 299 of the Code of Civil Procedure of the Province of Québec".

.2 *Section 17:* The following paragraph is added:

"In the absence of a council, the Minister of Municipal Affairs shall name a temporary administrator."

.3 *Section 26(1) 4°*: The words "Subject to the provisions of this Act" are replaced to read as follows:

"Subject to the provisions of the Cities and Towns Act".

.4 *Section 28* is modified to read as follows:

"The corporation shall have jurisdiction for municipal purposes and for the exercise of all the powers conferred upon it over the whole of its territory and also beyond its territory in special cases where more ample authority is conferred upon it; it shall also have jurisdiction for police purposes in accordance with the terms of the Agreement on Police (Crees) and Administration of Justice (Crees).

.5 *Section 61* is replaced by the following:

"In the case of incapacity or refusal of the majority of the council to act, the Minister of Municipal Affairs shall appoint a temporary administrator."

.6 *Section 62:* The following paragraph shall be added:

"The oath may also be taken in accordance with the provisions of Section 299 of the Code of Civil Procedure of the Province of Québec."

.7 *Section 64:* This section is replaced by the following:

"The chief councillor and the members of the council shall be entitled to such remuneration as may be fixed from time to time by by-law of the corporation subject to the approval of such by-law by the Lieutenant-Governor in Council. The council may authorize by resolution the payment of the expenses actually incurred by a member of the council on behalf of the corporation. The council may by by-law, subject to the approval of the Minister of Municipal Affairs, establish a pension plan and fund of a contributary nature for the chief councillor and councillors."

.8 *Section 68* is modified by deleting paragraph 3.

.9 *Section 69* is modified by deleting the second and subsequent paragraphs.

.10 *Section 90* is modified by deleting paragraphs 2, 3 and 5.

.11 *Section 95* is modified by adding after the words "subject to all other legal provisions" the following:

"or in any other manner approved by the Minister of Municipal Affairs."

.12 *Section 104* is modified by adding the following paragraph:

"On request of the corporation, the Minister of Municipal Affairs may exempt the corporation from the requirements of this Section."

.13 *Section 105* is replaced by the following:

"The Minister of Municipal Affairs may, if he has reason to believe that it is justified, order a special audit of the accounts of the corporation for one or more of the five (5) years preceding such order."

.14 *Section 346* is replaced by the following:
"The Council shall meet at least every three (3) months."
.15 *Section 366:* The words "Every property-owner or taxpayer domiciled outside the limits of a municipality" are replaced by:
"Any person having the right to receive such notice and who is not within the territorial limits of the corporation . . . "
.16 *Section 367* is modified by replacing the words "an absent property-owner or taxpayer" by "such person".
.17 *Section 368* is modified by replacing the words "property-owner" by "person".
.18 *Section 372* is modified to read as follows:
"The publication of a public notice for municipal purposes shall be made by posting it in the office of the corporation."
.19 *Section 375* is modified to read as follows:
"Except in cases otherwise provided for, the delay which is to elapse after a public notice shall begin to run from the day on which such notice is published. In all cases the day on which the notice was published shall not count. Saving provision to the contrary, public notices shall be published at least seven (7) clear days before the day fixed for the proceeding concerned."
.20 *Section 376* is modified to read as follows:
"Public notices shall be applicable to and binding upon persons concerned even if domiciled outside of the territorial limits of the corporation."
.21 *Section 380* is modified to read as follows:
"The council, of its own motion, may submit to the members and/or residents concerned any question that may be the subject of a decision of the council.
The question shall be defined by resolution of the council and the vote shall be taken in number only.
The council may also exercise such power at the request of twenty (20) persons contemplated in the first paragraph and then require, if it wishes, that the applicants pay such sum as it deems fair to meet the cost of taking the vote."
.22 *Section 399 to 410* are replaced by the following:
"When a by-law requires approval of members and/or residents the vote shall be taken by polling in the following manner:
a) the council shall decide the date, time and place of polling;
b) the vote shall be taken by secret ballot and shall be presided over by the Secretary of the corporation or the person appointed by the council for such purpose;
c) the vote shall be taken by number only;
d) the ballots used for the poll shall be prepared in the following manner:

Are you in favour	yes
of by-law no.	no

e) the expenses occasioned by the holding of the poll shall be payable by the corporation."
.23 *Section 411* is replaced by the following:
"Any number or resident may, by petition presented in his name, apply and obtain on the ground of illegality, the quashing of any by-law or part of by-law of the council.

Such petition shall be presented within three (3) months after the coming into force of such by-law to the Court having jurisdiction in the territory."

.24 *Section 423* is modified by adding the following paragraph:

"Nothing in the preceding shall be interpreted so as to interfere with or limit the rights granted to the Cree people by the Agreement."

.25 *Section 426(1) c) par. 4* is modified by replacing "sections 399 to 410" by "section 399 as amended."

.26 *Section 429(1)* is modified by replacing the words "Public Street Act (chap. 179)" by "section 468 of the Municipal Code".

.27 *Section 434* is modified to read as follows:

"The municipality may construct or acquire and maintain in its boundaries, and with the approval of the Lieutenant-Governor in Council, beyond its boundaries for a distance of thirty miles, waterworks, together with all appurtenances and accessories, the construction or acquisition whereof is determined under section 433; it may improve the waterworks and change the site thereof; and construct and maintain all buildings, engines, reservoirs, basins and other works necessary to convey water."

.28 *Section 439* is modified to read as follows:

"The council may by by-law to meet the costs of the construction and maintenance of waterworks and the costs of the distribution of water impose in the manner prescribed an annual tax on all occupants of the sector thus serviced."

.29 *Section 442 (4)* is modified by deleting the words "special" and "and 441".

.30 *Section 452* is modified by deleting the words "special" and "and the compensation for the use of the water".

.31 *Section 458* is modified to read as follows:

"The council may, by by-law, in order to meet the interest on the sums expended in introducing a system of lighting, impose on all the owners or occupants of houses, shops or other buildings an annual tax."

.32 *Section 459(1)a* is modified by deleting the word "special".

.33 *Section 464a* is modified by adding after the words "sections 455 to 463" the words "as amended".

.34 *Section 473(6)* is modified by deleting the words "If the period exceeds twenty-five (25) years, the by-law shall be approved in accordance with section 593."

.35 *Section 479* is modified by replacing the "15th of November" and the "30th of December" by the "1st of July" and the "31st of July" in the first paragraph. In the second paragraph by replacing the word "January" by the word "August".

.36 *Section 480(2)* is modified by adding after the word "grant" the words "or subsidy".

.37 *Section 516* is modified by deleting the words "on taxable property in the municipality".

.38 *Section 517* is modified by deleting the following words in the second paragraph "subject to section 579".

.39 *Section 518a* is modified to read as follows:

"The costs of demolition, repairs, alterations and construction incurred by a municipality in exercising the powers contemplated in paragraphs 1b, 4a and 27 of section 426 shall constitute a charge recoverable in the manner determined by the council."
"The council may impose levy annually:
.40 *Sections 525 to 529* are replaced by the following:
(1) on the stock in trade or articles of commerce of all descriptions kept by merchants and dealers and exposed for sale in shops, or kept in vaults, warehouses or store-houses; on all yards or depots for rough, sawn or manufactured wood or lumber; and on all yards or depots for coal or other articles of commerce kept for sale, a tax of not more than one per cent (1%) of the estimated average value of such stock in trade or other articles of commerce;
(2) a tax on all occupants, possessors, or tenants within the territorial limits of the corporation, said tax to be applied on a uniform basis;
(3) a service tax which shall, if levied, be applied on an equal basis to all beneficiaries within the territorial limits of the public corporation to the extent of the cost of services furnished by such corporation. These service taxes shall be the same for all required to pay them whether they are members of the corporation or not. Wherever the corporation shall provide services, it shall provide them to all residents and organizations whether members of the corporation or not."
.41 *Section 580* shall be replaced by the following:
"Subject to the approval of the Québec Municipal Commission and on such terms and conditions that the Commission may determine, the council of the public corporation may enact by-laws governing the borrowing of funds required by the corporation. Subject to the same approval, the corporation may provide housing loans to its members from the monies thus borrowed."
.42 *Sections 605 to 607* are replaced by the following:
"Lands of Category 1B shall not be subject to expropriation by the public corporation.
In the case of acquired rights, expropriation of lands, buildings and structures located within the territorial limits of the corporation as of the date of the signing of the Agreement shall be subject to the prior approval of the Lieutenant-Governor in Council."
.43 *Section 610* shall be modified by adding the following paragraph:
"The council shall not be obliged to accept the lowest or any other tender."
.44 *Sections 611 to 621* are replaced by the following:
"Fines imposed by the by-laws of the council shall be recoverable on summary proceedings in accordance with Part I of the Summary Convictions Act."
.45 *Section 641* is modified by adding the following paragraph:
"Nevertheless for the purposes of sections 628 to 641 of the Cities and Towns Act, the lands of Category IB as granted by the Agreement are exempt from seizure."
.46 *Section 642 to 697* shall apply subject to the provisions of the Sections on Police (Crees) and Administration of Justice (Crees) contained in the Agreement.

.1 The word "Council" means the council of each public corporation.
.2 The word "municipality" shall mean a public corporation as established herein.
.3 The words "territory of the municipality" shall mean the territory under the jurisdiction of a public corporation.
.4 The word "ratepayer" shall mean the members of the corporation and the residents.
.5 The words "person entered on the valuation roll" shall mean the members of the corporation and the residents.
.6 The words "person entered on the electoral list" or "electors" shall mean the members of the corporation and the residents.
.7 The words "property owner, occupant, tenant" shall mean the members of the corporation and the residents.
.8 The word "Minister" shall mean the Minister of Municipal Affairs.

11A.0.1 The members of the public corporations incorporated under the names of the "Corporation of Great Whale", the "Corporation of Fort George", the "Corporation of Rupert House", the "Corporation of Paint Hills", the "Corporation of Nemiscau", the "Corporation of Eastmain", the "Corporation of Waswanipi" and the "Corporation of Mistassini" (hereinafter referred to as the community corporations) as well as the corporations themselves shall be a public corporation under Québec law under the name of the Cree Regional Authority.

11A.0.2 The said Cree Regional Authority shall be a corporation within the meaning of the Civil Code; it shall have the general powers of such a corporation and such special powers as are assigned to it in this Section.

11A.0.3 The corporate seat of such Cree Regional Authority shall be within the Category I lands allocated for the James Bay Crees pursuant to the provisions of Section 4 of the Agreement.

11A.0.4 The powers of the Cree Regional Authority shall be exercised by a council which shall consist of the chief councillor of each of the said community corporations as well as one other member from each of the said corporations.

11A.0.5 The Cree Regional Authority shall have the following powers:

a) the appointment of Cree representatives on the James Bay Regional Zone Council;

b) the appointment of representatives of the Crees on all other structures, bodies and entities established pursuant to the Agreement;

c) to give a valid consent, when required under the Agreement, on behalf of the James Bay Crees.

11A.0.6 In addition to the above powers, the said Cree Regional Authority may also be empowered to coordinate and administer all programs on Category I lands of the James Bay Crees if said coordination and administration are delegated to it by one or more of the Cree bands or the corporations which may be established pursuant to Section 9 of the Agreement or by one of the said Cree community corporations.

11A.0.7 The Cree Regional Authority shall be represented and its affairs shall be administered by its said council.

11A.0.8 The council of the Cree Regional Authority may make corporate by-laws in respect to subject-matters falling within its jurisdiciion.

11A.0.9 The provisions of this Section can only be amended with the consent of Québec and the interested Native party.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec.

Section 11B James Bay Regional Zone Council

11B.0.1 Definitions: For the purpose of this Section, the following words and phrases shall mean:

1.1 "James Bay Municipality" means the Municipality constituted in virtue of the James Bay Region Development Act, L.Q., 1971, c. 34.

1.2 "Category II" means all of Category II lands of the Territory described in Section 4 and included within the territorial limits of the James Bay Municipality.

1.3 "Cree Regional Authority" means the Regional Authority constituted pursuant to Section 11A.

1.4 "James Bay Regional Zone Council" means the moral person created by special provincial legislation for the purpose of municipal administration over Category II lands located within the James Bay Municipality.

11B.0.2 There shall be established by special provincial legislation the James Bay Regional Zone Council which shall exercise the powers of the James Bay Municipality over Category II lands in accordance with the following provisions.

11B.0.3 The affairs of the James Bay Regional Zone Council shall be administered by a council of six persons, three of whom shall be appointed by and shall represent the Cree Regional Authority and three of whom shall be appointed by and represent the James Bay Municipality.

11B.0.4 The James Bay Regional Zone Council shall exercise its municipal powers in accordance with the provisions of the James Bay Region Development Act and, except as hereinafter provided, shall be deemed to have been delegated all the municipal powers of the James Bay Municipality in respect to Category II lands within the meaning of Section 36 of the James Bay Region Development Act.

11B.0.5 Each member of the James Bay Regional Zone Council shall be appointed for a term of office of two years, unless such member is replaced prior thereto by the body that appointed the replaced member.

11B.0.6 The proceedings of the James Bay Regional Zone Council shall be similar to those authorized for municipal councils under the Cities and Towns Act, subject to the special provisions set forth below.

11B.0.7 For the exercising of municipal powers, administrative officers may be appointed under the control and authority of the James Bay Municipality subject to budget appropriation and such administrative officers may be nominated by the Cree Regional Authority or by the James Bay Municipality. Such officers shall in any event be employees of the James Bay Municipality.

11B.0.8 The James Bay Regional Zone Council shall have the right to enact by-laws concerning all matters contemplated by the Cities and Towns Act subject to appropriate action by the James Bay Municipality and to the provisions of the James Bay Region Development Act.

11B.0.9 The by-laws enacted by the James Bay Regional Zone Council shall not come into force until they are ratified by the James Bay Municipality and approved by the Lieutenant-Governor in Council.

11B.0.10 In the event that the James Bay Municipality refuses to ratify a by-law enacted by the James Bay Regional Zone Council, the James Bay Municipality shall be obliged to notify the James Bay Regional Zone Council in writing giving the reasons for the refusal to ratify.

11B.0.11 In the event that the James Bay Municipality should refuse to ratify only part of a by-law enacted by the James Bay Regional Zone Council, the James Bay Municipality shall be obliged to notify the James Bay Regional Zone Council in writing specifying which part of the said by-law has not been ratified and the reasons for such refusal to ratify.

11B.0.12 In the event that the James Bay Municipality shall refuse to ratify the whole or any part of a by-law, the James Bay Regional Zone Council may, by a majority vote, enact another by-law on the same subject.

11B.0.13 In the event that the James Bay Municipality does not submit to the James Bay Regional Zone Council written notice of its decision not to ratify, within a delay of ninety days from the date of receipt by the James Bay Municipality of the said by-law of the James Bay Regional Zone Council, then it shall be deemed that the said by-law has been ratified by the James Bay Municipality and it shall be then submitted within thirty days by the James Bay Municipality to the Lieutenant-Governor in Council for decision.

11B.0.14 Subject to the provisions of this Section, the James Bay Municipality shall not be entitled to enact any by-law relating to Category II lands unless the James Bay Regional Zone Council has first been requested to enact a by-law on the subject which the James Bay Municipality wishes to regulate. Within ninety days of being requested to do so, the James Bay Regional Zone Council shall enact the by-law on the subject requested by the James Bay Municipality. Should the James Bay Regional Zone Council be unable to agree upon the enactment of the requested by-law, or if it enacts such a by-law which has subsequently not been ratified by the James Bay Municipality, then the James Bay Municipality may enact a by-law on such matter and the Cree Regional Authority shall be given the opportunity to submit its comments on the by-law thus enacted by the James Bay Municipality prior to a decision on same by the Lieutenant-Governor in Council.

11B.0.15 Every by-law enacted by the James Bay Municipality pursuant to the provisions of the preceding paragraph shall not come into effect until such by-law has been approved by the Lieutenant-Governor in Council.

11B.0.16 Notwithstanding anything herein, nothing in this Section shall be construed as giving either the James Bay Regional Zone Council or the James Bay Municipality a jurisdiction or authority with respect to hunting, fishing and trapping or with respect to the Hunting, Fishing and Trapping Regime established in accordance with Section 24 of the Agreement.

11B.0.17 The budget of the James Bay Regional Zone Council shall be subject to the approval of the James Bay Municipality and the Lieutenant-Governor in Council on an annual basis and the funding for the administration of the James Bay Regional Zone Council shall be provided by the James Bay Municipality subject to budget appropriations.

11B.0.18 The provisions of this Section can only be amended with the consent of Québec and the interested Native party.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec.

12.0.1 Québec undertakes to submit to the National Assembly, upon the coming into force of the Agreement, bills incorporating the provisions of Schedules 1 and 2 of this Section.

12.0.2 Nothing in this Section shall be interpreted as dispensing the local government from having to obtain any permits, licences or authorizations required by law.

12.0.3 The provisions of this Section can only be amended with the consent of Québec and the interested Native party.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec.

12.0.4 Schedules 1 and 2 of this Section shall not form part of the legislation to be submitted to Parliament and to the National Assembly for the purpose of giving effect to the Agreement.

1. Each of the territories of Great Whale River, Inukjuak, Povungnituk, Cape Smith, Ivujivik, Sugluk, Wakeham Bay, Koartak, Payne Bay, Aupaluk, Leaf Bay, Fort Chimo and George River shall be incorporated under Article 12 of Schedule 2 of this Section as municipalities under the names of "The Municipality of Great Whale River", "The Municipality of Inukjuak", "The Municipality of Povungnituk", "The Municipality of Cape Smith", "The Municipality of Ivujivik", "The Municipality of Sugluk", "The Municipality of Wakeham Bay", "The Municipality of Koartak", "The Municipality of Payne Bay", "The Municipality of Aupaluk", "The Municipality of Leaf Bay", "The Municipality of Fort Chimo" and "The Municipality of George River".

Act Respecting Certain Municipalities and the Regional Government of Northern Québec

1. This act may be cited as the Kativik Act (Part 1).

Preliminary Title

Declaratory and Interpretative Provisions

2. In this act, unless the context indicates or declares otherwise, the following expressions, terms and words shall have the following meaning:
(1) the expression "Regional Government" means the regional government for the territory contemplated by Schedule 2 of Section 13 of the Agreement;
(2) the expression "regional councillor" means the councillor elected to represent the municipal corporation in the Regional Government;
(3) the word "elector" means a person having the right to vote at a municipal election;
(4) the expression "officer or employee of the municipal corporation" means any officer or employee of the municipal corporation, with the exception of the members of the council;
(5) the word "tenant" means any person who is bound to pay rent in money or to give part of the fruits or revenues of the immoveable which he occupies, and who is resident householder, saving the case of the lessee of a store, shop, office or place of business;
(6) the expression "member of the council" means and includes the mayor or any of the councillors of the municipal corporation;
(7) the word "Minister" means the Minister of Municipal Affairs;
(8) the word "municipality" means a territory erected for the purpose of municipal administration;
(9) the word "ordinance" means an enactment of the Regional Government which shall apply within the municipalities, save where expressly provided otherwise;
(10) the word "by-law" means an enactment of the council of a municipal corporation or of the Regional Government acting as a municipal corporation under article 14 of Schedule 2 of Section 13 of the Agreement;
(11) the word "sitting", used alone, means either an ordinary or general sitting, or a special sitting of the council;
(12) the expression "municipal services" means water, sewage, fire protection, recreation, cultural activities, roads, garbage removal and disposal, lighting, heating, power, and snow removal services supplied by a municipal corporation.
3. For the purposes of this act, the population of a municipality shall be that shown in the last census recognized as valid for such purposes by an order of the Lieutenant-Governor in Council published in the Québec Official Gazette.

The Lieutenant-Governor in Council may authorize the municipal corporation or the Regional Government to undertake the required census.
4. Error or insufficiency in the designation of any municipality in any

municipal document executed by a council, its officers or any other person, or in the declaration of the quality of such officer or person, provided no surprise or injustice result therefrom, shall not render such act null.
5. No suit, defence or exception, founded upon the omission of any formality, even imperative, in any act of the council or of a municipal officer, shall prevail, unless the omission has caused actual prejudice or it be of a formality whose omission, according to the provisions of the law, would render null the proceeding from which it was omitted.
6. When an oath is required, it is taken before any person authorized by law to administer it.
7. Whenever any deposition or information is required to be given under oath, on behalf of any municipal corporation, such deposition or information may be given by any member of the council or officer of the municipal corporation authorized by a resolution of the council.
8. The language of communication of the municipal corporation shall be in accordance with the laws of general application in Québec; in addition, every person may address the municipal corporation in Inuttituut and the municipal corporation shall ensure that such person can obtain available services from and can communicate with it in Inuttituut; and, in the sittings of the council, whoever has a right to be heard may use Inuttituut at his option.

The council shall have the right to make copies of the books, records, notices and proceedings of the municipal corporation in Inuttituut.

Title I: Organization of Municipal Corporation

Chapter I – Constitution of the Corporation

9. The inhabitants and ratepayers of every municipality erected under this Act form a corporation under the name of "The Corporation of (insert name)".
10. The Lieutenant-Governor may, on a resolution passed by any municipal corporation, for reasons deemed advantageous, change the name of such municipal corporation.
Such change of name does not affect the rights or responsibilities of the municipal corporation or of any other person, and comes into force after publication in the Québec Official Gazette of a notice signed by the mayor and the secretary-treasurer, and reciting the order-in-council ordering the change of name of the municipal corporation.
After adoption of such resolution, public notice must be given that, within thirty days of the said notice, the municipal corporation will transmit its application to the Lieutenant-Governor, and that those who have reasons to invoke against such application must, before the expiration of the said thirty days, communicate same to the Minister of Municipal Affairs.
11. Every municipal corporation, under its corporate name, has perpetual succession, and may:
(1) Acquire all moveable and immoveable property required for municipal purposes, by purchase, donation, legacy or otherwise, erect and maintain on said immoveable property a public hall and all other buildings which it

may require for municipal purposes and dispose thereof by onerous title, by auction, by public tenders, or in any other manner approved by the Québec Municipal Commission, when not further required;
(2) Purchase for cash or otherwise acquire, for the use of the municipal corporation, lands situated outside the boundaries of the municipality; such lands, however, shall not form part of the municipality acquiring them but shall remain part of the municipality in which they are situated;
(3) Enter into contracts, bind and oblige itself, and bind and oblige others to itself, and transact within the limits of its powers;
(4) Sue and be sued in any cause, before any court;
(5) Exercise all the powers in general vested in it, or which are necessary for the accomplishment of the duties imposed upon it;
(6) Assist in the undertaking and furtherance, in the municipality and elsewhere, of works of charity, education, scientific, artistic or literary culture, youth training, and generally of any social welfare enterprise of the population;
(7) Assist in the organization of recreational guidance centres and public places for sports and amusements;
(8) Found and maintain bodies for industrial, commercial or tourist promotion or assist in their foundation and maintenance;
(9) Have a seal, the use of which, however, is not obligatory.

Chapter II – Erection and Boundaries of Municipalities

12. Notwithstanding any other dispositions of law erecting municipalities, the Lieutenant-Governor in Council may, by proclamation, at the request of any interested party, erect municipalities under this act or annex to a municipality any contiguous territory not already erected into a municipality.
To this effect, and after consultation with the Regional Government and any other interested party, the Minister of Municipal Affairs shall submit his recommendations to the Lieutenant-Governor in Council.

Title II: *Municipal Councils and Officers*

Chapter I – Qualification for Municipal Office

13. (1) Every physical person of full age and Canadian citizenship who is not legally disqualified may be nominated, elected or appointed a member of the council of the municipal corporation if he has been domiciled or ordinarily resident in such municipality for at least thirty-six months.
(2) In any newly formed municipality, the Lieutenant-Governor in Council may establish the criteria of domicile and residence to be applied during the thirty-six months following the date of erection.
14. The following persons shall not be nominated for, elected or appointed a member of the council:
(1) Persons mentioned in paragraphs (3), (4) and (5) of Section 123 of the Cities and Towns Act;
(2) Municipal officers and officers of the Regional Government;
(3) Subject to the provisions of Article 91, any person who has, directly

or indirectly, by himself or his partner, any contract with the municipal corporation unless the description of all such contracts has been publicly posted in the office of the municipal corporation at the time of his nomination, election or appointment and remains so posted, with all additions or deletions, if any, at all times during his tenure of office. Acceptance of or application for municipal services available to ratepayers according to a fixed tariff shall not be deemed to be a contract with the municipal corporation. Nevertheless, a shareholder or member in any incorporated company which has any contract or agreement with the municipal corporation or which receives any grant or subsidy therefrom shall not be disqualified from acting as a member of the council; but he shall be deemed to be interested if any discussion should arise before the council or a committee with reference to any measure relating to such company, save when such company is the Inuit Development Corporation or the local Inuit Community Corporations to be formed or one of their subsidiaries, in which case he shall only be deemed to be interested if he is an officer or director of such corporations;

(4) Whosoever has not paid all his municipal dues, with the exception of such amounts as remain to be paid owing to involuntary error or omission; nevertheless, the holder or occupant of a municipal office, whichever it be, shall not become disqualified to occupy it on account of not having, during his term of office, paid all his municipal dues within the delay fixed by article 187 provided he pays them within thirty days of such delay;

(5) Any person convicted of an act punishable under a law of the Parliament of Canada or of the National Assembly of Québec by imprisonment for one year or more. Such disqualification shall continue for three years after the term of imprisonment fixed by the sentence and, if only a fine was imposed or the sentence is suspended, for three years from the date of such condemnation;

(6) Any person convicted of an indictable offence punishable by imprisonment for five years or more after having previously been convicted of two indictable offences so punishable; such disqualification shall continue for ten years after the term of imprisonment fixed by the sentence and, if only a fine is imposed or the sentence is suspended, for ten years from the date of the conviction;

(7) Whenever the office of mayor or mayor or councillor is in question, (a) any persons who are responsible for moneys belonging to the municipal corporation, or (b) who are sureties for any employee of the council or (c) who receive any pecuniary allowance or other consideration from the municipal corporation for their services, otherwise then under a legislative provision, save, in the case of (c), when a description of the pecuniary allowance or other consideration has been publicly posted in the office of the municipal corporation at the time of his nomination, election or appointment and remains so posted, with all additions or deletions, if any, at all times during his tenure of office.

15. No person may act as mayor or councillor nor hold any other municipal office unless he is eligible and possesses at all times the qualification required by law.

Chapter II – Councils, Mayors, Councillors and Committees of the Council

Division 1 – General Provisions

16. The municipal corporation shall be represented and its affairs administered by its council. Such council is known and styled by the name of: "The municipal council of (insert name of municipality)".

17. The council has jurisdiction throughout the entire extent of the municipality whose municipal corporation it represents, and beyond boundaries of the municipality in special cases when more ample authority is conferred upon it.

Its orders, within the scope of its powers, are obligatory for persons subject to its jurisdiction.

18. The council must directly exercise the powers conferred upon it by this act; it cannot delegate them, except for the provisions of article 19.

Nevertheless it may appoint committees composed of as many of its members as it deems advisable, with power to examine and study any question. In such case the committees must render account by report but no report of a committee has any effect until it has been adopted by the council at a regular sitting.

19. The council may, by by-law, enter into an agreement with the Regional Government, with the approbation of the Minister of Municipal Affairs, to delegate to the Regional Government the exercise and administration of those municipal services that the council so determines.

The period of time covered by such by-law shall be two years and is renewable.

20. By-laws, resolutions and other municipal enactments must be passed by the council in session.

21. The office of the secretary-treasurer shall be established in the place where the sittings of the council are held, or in any other place fixed by resolution of the council.

22. No vote given by a person illegally holding office as member of the council and no act in which in such capacity he has participated can be set aside, with respect to persons who have acted in good faith, solely by reason of the illegal exercise of such office.

Division 2 – Composition of the Council

23. (1) The council shall be composed of a mayor and of not less than two or more than six councillors elected by the electors every two years or appointed in the manner herein after set forth.

(2) The head of the council is called the "mayor"; he is ex officio a justice of the peace. The mayor shall be elected by the majority of the electors who have voted.

(3) The seat of each councillor is designated by a number. The councillor occupying seat number 1 is the representative of the municipal corporation in the Regional Government. For election purposes, seat number 1 shall be so identified on the ballot paper and shall be accompanied by the term "Regional Councillor". The candidate obtaining the majority of the votes cast for this seat shall be declared elected.

(4) The other seats shall be filled by the candidates gaining the most votes.
(5) At the first meeting of the council after the election, seats number 2 and following shall be attributed to each councillor by drawing of lots.
(6) The number of councillors shall be established from time to time in each municipality by by-law of the council approved by the majority of the electors whose names appear on the election list in force and used at the last municipal election. In any newly formed municipality, the number of councillors shall be established by the majority vote of the inhabitants in each community in the manner approved by the Minister.
24. No person can discharge the duties of mayor or councillor until he has taken the oath of office. An entry of the taking of the oath is made in the minute book of the municipal corporation.
25. The term of office of the mayor shall expire when the new mayor is sworn in; that of a councillor at the opening of the first general or special meeting of the council held after the general election.
26. The council may, at any time, appoint one of the councillors as acting mayor who, in the absence of the mayor or when the office is vacant, discharges the duties of the mayoralty, with all the privileges and rights, and subject to all the obligations thereunto attached.
27. The mayor shall exercise the right of superintendance, investigation and control over all the departments and officers of the municipal corporation, and especially shall see that the revenue of the municipal corporation is collected and expended according to law and that the provisions of the law and all by-laws of the council are faithfully and impartially enforced. He shall lay before the council such proposals as he may deem necessary or advisable and shall communicate to the council all information and suggestions relating to the improvement of the finances, police, health, security, cleanliness, comfort and progress of the municipal corporation.

In the exercise of his functions as the executive head of the municipal administration, the mayor shall have the right, at any time, to suspend any officer or employee of the municipal corporation, but he shall report to the council at the first sitting following such suspension, and state in writing the reasons therefor; the suspended officer or employee shall receive no salary for the time during which he is suspended, unless the council decides otherwise respecting such suspension and the suspension shall only be valid until such sitting.
28. The mayor signs, seals and executes, in the name of the municipal corporation, all by-laws, resolutions, obligations, contracts, agreements or deeds made and passed or ordered by the municipal corporation which are presented to him for his signature after adoption by the council. If the mayor refuses to approve and sign same, the secretary-treasurer submits them again for the consideration of the council at the next sitting. If a majority of the members of the council again approve such by-laws, resolutions, obligations, contracts, agreements or deeds, they are legal and valid as though they had been approved and signed by the mayor, notwithstanding his refusal.

29. (1) The municipal corporation shall pay to the mayor, as remuneration for all his services in every capacity to the municipal corporation a minimum annual sum computed according to the population of the municipality at the rate of $0.40 per inhabitant. Nevertheless the mayor shall in no case so receive an annual sum of less than $400.
(2) The municipal corporation shall pay for the same purposes to each councillor a minimum annual sum computed according to the population of the municipality at the rate of $0.20 per inhabitant. Nevertheless a councillor shall in no case so receive an annual sum of less than $200.
(3) The council shall determine by resolution the terms of payment of such sums.
(4) The council may also authorize the payment of the expenses actually incurred by a member of the council on behalf of the municipal corporation provided that they have been authorized by resolution of the council.
(5) No other remuneration, allowance or benefit shall be paid to a mayor or councillor unless it has been authorized by a by-law passed by the vote of two-thirds of the members of the council and submitted for approval to the electors. Approval by the Lieutenant-Governor in Council, the Minister of Municipal Affairs or the Québec Municipal Commission shall not be required.

Chapter III – Municipal Officers

Division I – General Provisions

30. (1) Every municipal corporation must have an officer entrusted with the care of its office and archives and such officer is designated by the name of "secretary-treasurer".
(2) In any newly formed municipality, the secretary-treasurer must be appointed by the municipal corporation within thirty days after the entry into office of the majority of the members of the new council.
(3) If the office of secretary-treasurer becomes vacant, such vacancy must be filled by the council within a delay of thirty days.
31. In addition to the secretary-treasurer, whom it is bound to appoint, the municipal corporation may, to secure the execution of its by-laws and of the requirements of law, appoint all other officers, and dismiss and replace them.

Every appointment or dismissal of a municipal officer made by the municipal corporation is decided by a resolution which should be communicated without delay by the secretary-treasurer to the person therein referred to.
32. Before entering upon his duties, every municipal officer is bound to take an oath of office. On his failure to do so, he shall be considered to have refused to discharge the duties of the office to which he has been appointed.
33. No act, duty, writing or proceedings executed in his official capacity by a municipal officer who holds office illegally can be set aside solely on the ground of his so holding such office illegally.
34. The municipal corporation is responsible for the acts of its officers in

the performance of the duties for which they are employed as well as for damages resulting from their refusal to discharge or their negligence in discharging their duties, saving its recourse against such officers, the whole without prejudice to a recourse in damages against the officers by those who have suffered damages.

35. Every municipal officer must give an accurate report in writing to the municipal corporation or to any authorized person in such manner as the council may determine, upon all matters connected with his duties, and render an account of the moneys collected by him and of those which he has disbursed for the municipal corporation and under its control, indicating the objects for which such moneys were so collected or disbursed.

During the month of January in each year, or more often if required by the council, the secretary-treasurer must render a detailed account of his receipts and expenditures from all sources for the year ended on the thirty-first of December preceeding.

36. The municipal corporation may by by-law establish a tariff of fees payable to municipal officers for their services, whether by the persons who have applied for them or by those on whose accounts they are rendered, or by the municipal corporation, in cases in which such fees have not been fixed by law.

Every tariff made under this article shall be posted up in a conspicuous place in the office of the municipal corporation.

Division 2 – The Secretary-Treasurer

37. The secretary-treasurer is the custodian of all the books, registers, plans, maps, archives and other documents and papers which are either the property of the municipal corporation or are deposited, filed and preserved in the office of the municipal corporation. He cannot divest himself of the custody of such archives, except with the permission of the council, or under the authority of a court.

38. The council may require of any person employed by it as secretary-treasurer such security as it may deem necessary.

Such security shall be a guarantee of the faithful performance of the duties of such person; of his accounting for and paying over all public and other moneys entrusted to him or under his control to the persons authorized or entitled to receive the same; of his faithful performance of the obligations imposed upon him; and of the payment of the damages occasioned to any person through his negligence, misconduct or malversation.

39. The secretary-treasurer must attend every sitting of the council and draw up minutes of all the acts and proceedings thereof in a register kept for that purpose and called "The minute-book of the council."

All minutes of a sitting of the council must be signed by the person presiding over the council and countersigned by the secretary-treasurer and be approved by the council at the same or at the following meeting, but the lack of such approval does not prevent the minute from making proof.

Whenever a by-law or a resolution is amended or repealed, mention must be made thereof in the margin of the minute-book opposite such

by-law or resolution together with the date of its amendment or repeal.
40. The secretary-treasurer shall collect all moneys payable to the municipal corporation and, subject to all other legal provisions, shall deposit in any legally constituted bank, savings and credit union or trust company which may be designated by the council the moneys arising on municipal taxes or dues and all other moneys belonging to the municipal corporation and shall allow them to remain there until they are employed for the purposes for which they were levied or received or until disposed of by the council.

All cheques issued and promissory notes executed by the municipal corporation must be signed jointly by the mayor and the secretary-treasurer or, in case of the absence or inability to act of the mayor or of a vacancy in the office of mayor, by any member of the council previously authorized so to do and by the secretary-treasurer.
41. The secretary-treasurer pays out of the funds of the municipal corporation all sums of money due by it whenever by resolution he is authorized so to do by the council.
42. (1) The secretary-treasurer is bound to keep books of account in which he enters, by order of date, the receipts and expenditures, mentioning the persons who have paid moneys into his hands or to whom he has made a payment.
(2) He must obtain and keep vouchers for all payments he has made for the municipal corporation, produce them for audit and inspection and file them amongst the archives of the municipal corporation.
(3) Such books shall be kept in the form prescribed or approved by the Minister of Municipal Affairs, or in accordance with the system established by the Lieutenant-Governor in Council.
43. The secretary-treasurer shall issue to any person applying therefor, upon payment of the fees determined by the council, copies of, or extracts from, any book, roll, register or other document which forms part of the archives.
44. Within sixty days from the end of any fiscal year of the municipal corporation, the secretary-treasurer shall transmit to the Minister of Municipal Affairs, in duplicate, a return showing, for the preceding calendar year:
(1) the name of the municipal corporation;
(2) the value of the property of the municipal corporation;
(3) the number of persons resident in the municipality;
(4) the number of persons paying taxes;
(5) the amount of taxes and all other sums collected within the year;
(6) the amount of arrears of taxes;
(7) the amount of subsidies and grants received within the year and their source;
(8) the amount raised by loan within the year and the amount of interest due upon such loans;
(9) all debts of the municipal corporation;
(10) the expenditures for salaries and other expenses of the municipal corporation and all other expenditures;

(11) the amount deposited at interest or invested by the municipal corporation; and
(12) any other statement which the Minister of Municipal Affairs may require. Copy of such return shall be transmitted to the Regional Government. The latter shall review such return to ensure that the requirements of this article are complied with before the said return is sent to the Minister of Municipal Affairs.

Title III: *Municipal Elections*

Chapter 1 – Electors

45. Every person, commercial partnership or association entered on the electoral list in force and used at the poll and, in the case of a physical person, not affected during the preparation of the electoral list and at the time of voting by any disqualification contemplated by law, shall be entitled to vote at an election.
46 (1) Every physical person of full age and Canadian citizenship shall be entitled to be entered on the electoral list if he has been domiciled or ordinarily resident in the municipality for at least twelve months before the date of the election.
(2) Corporations, commercial partnerships and associations shall also be entered on the electoral list if they have had their head office or principal place of business in the municipality for at least twelve months before the date of the election.
They shall vote through a representative authorized for that purpose by a resolution of the board of directors, a copy whereof shall be filed at the office of the municipal corporation within thirty days from the date of publication of the election notice.
47. The Lieutenant-Governor in Council may, for the twelve (12) months following the erection of a new municipality, modify the delay mentioned in paragraphs (1) and (2) of article 46.

Chapter 2 – Elections

Division 1 – Date of Elections

48. The general election for mayor or councillors shall be held every two years on the first Wednesday of September.
In the case of a newly formed municipality, the first general election shall be held on the tenth Wednesday following the erection of such municipality.

Division 2 – Election Officers and Electoral List

49. The secretary-treasurer of the municipality shall be the presiding-officer for any election held under this act. The presiding-officer may appoint a deputy presiding-officer and as many election clerks as he deems fit to assist the presiding-officer in discharging his duties.
In the case of the first general election, the duties and obligations of the presiding-officer, shall be discharged by a person appointed by the

majority of the inhabitants in each community in the manner approved by the Minister.

50. The presiding-officer shall prepare the list of electors in the municipality between the first of July and the following first of August, and shall, on the first of August, deposit the electoral list in the office of the municipal corporation for public reference.

During the period extending from the first to the fifteenth of August, the electoral list shall be revised by a board of revision composed of the presiding-officer and two persons entitled to be entered on the electoral list and appointed by him.

51. Any person, commercial partnership or association who believes that his name or that of any other person has been omitted from the list or wrongfully entered thereon may file in the office of the municipal corporation, between the first and the fifteenth of August, application in writing to have the name entered or struck off, as the case may be.

52. The board of revision shall consider the written application, hear the parties concerned and, if it deems necessary, take their evidence on oath.

The board of revision, by its final decision on each application, may confirm and revise the list. Every insertion, erasure from, or correction of the list shall be authenticated by the initials of the presiding-officer.

The electoral list shall come into force as soon as it has been prepared and revised in accordance with this act and shall be kept among the archives of the municipal corporation.

53. No informality in the preparation, completion, revision or putting into force of the list shall invalidate the same unless an actual injustice results therefrom.

Division 3 – Notice of Election

54. On the first of July of the year in which the election is held, the presiding-officer shall, by public notice, publish:

(a) the place, day and hour fixed for the nomination of candidates;

(b) the day of the opening of the polls for taking the votes of the electors in case a poll is held; and

(c) the appointment of the deputy presiding-officer and of the election clerks.

The election period shall begin on the day of publication of the notice of the election and end, for each candidate for any office, on the day on which the presiding-officer declares the candidate for such office elected.

Division 4 – Nomination of Candidates

55. The nomination of candidates for election shall be held on the last Wednesday of August between the hours of one and five o'clock in the afternoon.

56. Five electors qualified to vote and whose names are entered on the electoral list in force in the municipality may nominate a candidate for the office of mayor or councillor.

57. With each nomination paper there shall be filed a declaration by the candidate that he is a Canadian citizen and duly qualified, accompanied by the consent in writing of the person therein nominated.

58. If at the expiration of the delay fixed for the nomination of candidates for mayor or councillor only the number required for any one of the said offices be nominated, such candidates shall ipso facto be elected and the presiding-officer shall forthwith proclaim such candidates elected.

When several persons are nominated for each of the offices of mayor or regional councillor, or more than the number required are nominated for the other offices of councillor, the presiding officer shall announce that a poll will be held.

59. Any candidate nominated may withdraw at any time before the closing of the poll by filing with the presiding-officer a declaration to that effect; and any votes cast for the candidate who has so withdrawn shall be null and void; and if after the withdrawal there remained but one candidate for each of the offices of mayor or regional councillor, or only the number required for the other offices of councillor, the presiding officer shall return as duly elected the candidate so remaining.

60. (1) If at the expiration of the delay prescribed for the nomination of candidates no person has been nominated to fill an office or if the persons nominated are not sufficient in number to fill the offices or if all the persons nominated for any office have withdrawn before the close of the poll, the presiding-officer shall immediately recommence the election proceedings to fill the offices for which a poll cannot be so held and give for such purpose the notice prescribed by article 54.

(2) The same shall apply if the nomination of candidates could not be held because the electoral list was not put in force in time, but in such case the presiding-officer must see that the election proceedings already commenced are continued if they were validly made.

(3) The presiding-officer shall not recommence these election proceedings more than once.

Division 5 – Proceedings between Nomination and Poll

61. When a poll is necessary, the presiding-officer shall give a public notice thereof, establish a polling station and cause the necessary number of ballot boxes to be made. The ballot paper shall be a paper on which the names of the candidates, together with their syllabic transcription, are alphabetically arranged.

Division 6 – Voting

62. The poll shall be opened at the hour of nine o'clock in the forenoon and kept opened until six o'clock in the afternoon the same day. The council may, by by-law, fix a later hour than six o'clock in the afternoon, but not later than eight o'clock in the same day, for the closing of the poll.

63. In addition to the presiding-officer, the only persons who shall be permitted, during the time that the polling station is open, to remain in the room where the votes are given, shall be: the election officers, the candidates and not more than two duly appointed agents or representatives of the candidates.

64. An elector shall vote by secret ballot once for the election of the

mayor, once for the election of the regional councillor and cast for the election of the other councillors as many votes as there are such offices to be filled.

65. The presiding-officer, upon the application of any voter who is unable to read or is incapacitated by any physical cause from voting in the manner prescribed, shall assist such elector by marking his ballot paper in the manner directed by such elector in the presence of the candidates or their agents or representatives.

66. The presiding-officer shall enter in the poll book opposite the name of each elector voting the word "voted" as soon as his ballot paper has been deposited in the ballot box.

67. Every employer on polling day must allow each elector in his employ at least four hours to vote beside the time usually allowed for the midday meal and shall make no deduction from the salary of such elector.

Division 7 – Close of the Poll and Proceedings Thereafter

68. At six o'clock in the afternoon, or at the hour determined by the council under article 62, the poll and the voting shall be closed and the presiding-officer shall open the ballot boxes and proceed to count and draw up the list of the number of votes given for each candidate.

69. (1) As soon as the final result of the poll is known, the presiding-officer shall at once proclaim elected for the office of mayor or regional councillor the candidate who is found to have obtained the greatest number of votes and give public notice thereof.

(2) The presiding-officer shall also proclaim elected for the other offices of councillor the number of candidates required to fill the said offices according to the greatest number of votes obtained by each candidate and he shall give public notice thereof.

(3) In the case of equality of votes, the presiding-officer shall proceed by a public drawing of lots and proclaim elected the person whom the drawing has favoured.

(4) Copy of the public notice shall be inserted in the books of the municipal corporation.

Division 8 – Secrecy of Voting

70. Every candidate, election officer, agent or representative of a candidate, in attendance at a polling station, shall maintain and aid in maintaining the secrecy of the voting at such polling station; and no such candidate, officer, agent or representative shall, before the poll is closed, communicate to any person any information as to whether any person on the list of electors has or has not applied for a ballot paper or voted at that polling station.

71. No candidate, election officer, agent, representative or other person shall interfere with or attempt to interfere with an elector when marking his ballot paper, or otherwise attempt to obtain at the polling station information as to the candidate for whom any elector at such polling station is about to vote or has voted.

72. No candidate, election officer, agent, representative or other person

shall communicate at any time to any person any information obtained at a polling station as to the candidate for whom any elector is about to vote or has voted.

73. Every candidate, election officer, agent or representative of a candidate in attendance at the counting of the votes shall maintain and aid in maintaining the secrecy of the voting; and no such candidate, officer, agent or representative shall attempt to obtain at such counting any information or communicate any information obtained at such counting as to the candidate for whom any vote is given in any particular ballot paper.

Division 9 – Miscellaneous

74. No election shall be declared invalid by reason of any want of qualification in the persons signing a nomination paper received by the presiding-officer under the provisions of this chapter.

75. No election shall be declared invalid by reason of non-compliance with the provisions of this chapter as to the taking of the poll or counting of the votes, if it appears to the court having cognizance of the question that the election was conducted in accordance with the principles laid down in this chapter, and that such non-compliance or mistake did not affect the result of the election.

No election shall be declared invalid by reason of non-compliance with the provisions of this chapter regarding delays, unless it appears to the court that such non-compliance may have affected the result of the election.

Chapter III – Contested Elections

76. Any election of a mayor or councillor by the electors may be contested by any elector on the ground of violence, corruption, fraud or incapacity or on the ground of non-compliance with the necessary formalities by filing a notice of contestation with the Regional Government.

77. Upon receipt of such notice, the Regional Government shall act as conciliation officer, meet the parties and endeavour to effect an agreement.

The Regional Government shall report to the parties within thirty days of the receipt of the notice or within such further delay as agreed to by the parties.

The parties to the dispute must attend all meetings to which they are called by the Regional Government. If they refuse or neglect to do so, the intervention of the Regional Government shall be deemed to have been unsuccessful.

78. If the intervention of the Regional Government has been unsuccessful, the hearing and decision of such contestation is, to the exclusion of all other tribunals, vested in the Provincial Court having jurisdiction in the territory.

79. Such contestation is brought before the Court by an ordinary action which on pain of nullity must be served upon the interested parties within thirty days from the unsuccessful intervention of the Regional Government.

Chapter IV – Vacancies in Municipal Councils

80. (1) The mayor or any councillor may resign his seat in the council by transmitting his resignation signed by himself to the secretary-treasurer; the term of office of the mayor or councillor shall expire upon the delivery of the writing to the secretary-treasurer who shall transmit it to the council at the next sitting.

(2) The death of the mayor or a councillor shall terminate his term of office.

(3) The term of office of the mayor or councillor shall also terminate if he has failed to attend at least three consecutive regular sittings of the council. The regional councillor shall however not be deemed to have failed to attend a sitting when absent to discharge his duties in the Regional Government.

(4) Whenever the Provincial Court annuls the election of the mayor or councillor or a member of the council loses the eligibility or qualification required by law during his tenure of office, such office shall ipso facto become vacant.

(5) Resignation or disqualification as councillor of the municipal corporaton shall carry resignation and disqualification as regional councillor.

81. Subject to the provisions of article 82 when the term of office of a member of the council expires more than six months before the general election fixed by article 48 the council may within fifteen days following the vacancy, elect a person who has the qualifications required by article 14 to fill the office of such member for the remainder of the term. Such election shall be by secret ballot and the secretary-treasurer shall proclaim elected the person who obtains a majority of the votes of the members of the council present. In a case of a tie vote, the mayor must give a casting vote.

82. Proceedings for a new election to fill vacancies in the council shall be taken within eight days if:

(1) The election of mayor and councillors has not taken place within the time prescribed by this act or, the election having taken place, an insufficient number of members of the council has been elected; or

(2) By reason of vacancies, there remains less than a quorum of the members of the council in office; or

(3) Seat number 1 (regional councillor) becomes vacant; or

(4) The council has not availed itself of the provisions of article 81.

Such election must be conducted in the same manner, in all respects, as a general election. The secretary-treasurer shall not recommence these election proceedings more than once.

83. Whenever the election contemplated by article 82 is not held within the time prescribed by this act, notice thereof shall be forthwith sent to the Regional Government which shall have eight days to make recommendations to the council to fill such vacancies.

If there is no council or if the recommendations of the Regional Government have not been accepted, the Regional Government shall forthwith transmit its recommendations to the Minister of Municipal Affairs.

84. Every member of a council elected or appointed to replace another

holds office only for the remainder of the term for which his predecessor had been elected or appointed.

Title IV: Sittings of the Council

85. The council sits at the office of the municipal corporation until by resolution it has fixed upon some other place within the limits of the municipality. The sittings of the council shall be public.

In the case of a newly formed municipality, the first sitting of the council shall be held on the second Wednesday following the election, at the hour of eight o'clock in the evening, at the usual place of community meetings.

The sittings of the council are presided over by the mayor or acting mayor or in their absence by one of its members chosen from among the councillors present.

86. The majority of the members of the council shall constitute a quorum for the transaction of business. If there be no quorum, two members of the council, half an hour after it being established that there is no quorum, may adjourn a meeting to a later date.

Notice of such adjournment must be given by the secretary-treasurer to all members of the council who were not present at such adjournment.

87. The council shall meet at least once a month, in general or ordinary session, to dispatch the business of the municipal corporation, and shall hold its sittings on the day and at the hours which it determines by by-law. The mayor or half the members of the council may also call a special sitting of the council.

If at any sitting, the business cannot be fully disposed of, the council may adjourn as often as may be deemed necessary for the consideration and disposal of the unfinished business, without its being necessary to give notice of such adjournment to the members present or absent; but no new business shall be brought or considered upon any adjournment of a sitting, unless all the members of the council are present and consent.

88. Notice of convocation to all meetings of the council must be given to each of its members at least twenty-four hours before the time fixed for the commencement of the sitting.

89. At a special sitting of the council, only the subjects or matters mentioned in the notice may be taken into consideration except with the unanimous consent of the members of the council if they are all present.

90. Every disputed question is decided by a majority of the votes of the members present except in cases where any by-law or provision of the law requires a greater number of concordant votes. When a vote results in a tie, the decision shall be deemed to be in the negative.

91. No member of the council may vote upon a question in which he has a personal interest distinct from the general interest of the other ratepayers. The council, in case of objection, decides, at the time of the vote, whether such member has or has not a personal interest and such member is not entitled to vote upon the question as to whether he is interested.

Should an interested member of the council give his vote without objection, such vote does not nullify the proceedings of the council with respect to third parties in good faith.

92. If the majority of the members of the council have a personal interest in any question submitted to their decisions, such question must be referred to the Regional Government, which, in respect of the consideration and decision of such question, possesses all the rights and privileges, and is subject to all the obligations of the local council.
93. Every member present at a meeting of the council is bound to vote, unless he is exempted or disbarred therefrom by reason of personal interest.

Every vote must be given orally and, upon demand, the votes are entered in the minute-book of the council.

Title V: Municipal Notices
94. Every notice is either special or public. Every special notice may be given verbally or in writing; public notices must be in writing.
95. Every special notice given in writing must be either delivered by the person who gives it or posted in the office of the municipal corporation. Every public notice is given by posting a copy of such notice in the office of the municipal corporation.
96. Every notice in writing must be attested by the person who gives it and must contain:
(1) the name of the municipal corporation, when such notice is given by an officer or by a member of the council;
(2) the name, official capacity and signature of the person who gives it;
(3) a sufficient description of those to whom it is addressed;
(4) the place where and the time when it is made;
(5) the object for which it is given; and
(6) the place, day and hour at which those summoned to answer such notice must do so.
97. The original of every notice in writing must be accompanied by a certificate of delivery or posting.

The original of such notice and the certificate which accompanies it must be filed by the person who has given it in the office of the municipal corporation to form part of the archives thereof.
98. The certificate must set forth:
(1) the name, residence, official capacity and signature of the person who has given it;
(2) a summary statement of the manner in which the notice was delivered or posted;
(3) the place, day and hour of delivery or posting.
Such certificate is written either on the original notice or on a paper annexed thereto.
99. In the case of a special notice given verbally, the affirmation of the person who gave such notice takes the place of the certificate of delivery or posting; such affirmation is only required in case of contestation and must contain the object of the notice.
100. Any document, order or proceeding of the council must be posted in the same manner as public notices.

Title VI: Resolutions

101. Every municipal corporation shall decide and exercise by resolution all acts of administration concerning it which are not incompatible with the provisions of this Act. All powers not required to be decided and exercised by by-law shall be exercised and decided by resolution.

Title VII: By-laws of the Council

Chapter I – Formalities Respecting By-laws

Division I – Passing, Publication and Coming into Force of By-laws

102. Every by-law must, on pain of nullity, be preceded by a notice of motion given at a sitting of the council and it must be read and passed only at a subsequent sitting held on a later date.

103. The original of every by-law, to be authentic, must be signed either by the mayor of the municipal corporation or the person presiding at the sitting of the council at the time such by-law was passed and by the secretary-treasurer.

If it was necessary to submit the by-law for one or more approvals before it could come into force, a certificate under the signature of the mayor and of the secretary-treasurer certifying the date and the fact of each of these approvals must accompany and form part of the original of such by-law.

104. Every by-law must be entered at length in a special book entitled "Register of by-laws of the municipal corporation of . . . "; such entries must be signed by the mayor and countersigned by the secretary-treasurer.

The secretary-treasurer must further indicate at the end of every by-law the date of the posting-up of the notice of publication of such by-law.

105. Except where otherwise provided by law, every by-law of the municipal corporation shall come into effect and have force of law, if not otherwise provided for therein, on the day of the publication thereof.

106. Every by-law is published within thirty days of the passing thereof or of its final approval according to article 103, if it has been submitted for approval, by public notice mentioning the object of the by-law, the date of the passing thereof and the place where communication thereof may be had. Such notice is given under the hand of the secretary-treasurer and posted in the ordinary manner.

If the by-law has received one or more approvals, the notice of publication must mention the date and the fact of each of these approvals.

107. Every by-law which comes into force only at some stated period must be published again by posting at least fifteen days before such period.

108. Every by-law remains in force and is executory until it has been amended, repealed or annulled by competent authority or until the expiration of the delay for which it was made.

109. No by-law can be repealed or amended except by another by-law. No by-law which, before coming into force and effect, was submitted to one or more approvals can be amended or repealed except by another by-law approved in the same manner.

Division 2 – Penalties Enacted by By-law and Recovery of Fines

110. (1) The council may impose by by-law, for every infraction of a by-law, a fine not exceeding three hundred dollars.
(2) Whenever, instead of a fixed penalty, a by-law provides either a maximum and minimum penalty, or a maximum penalty only, the court may, at its discretion, impose, in the first instance, such penalty as it may see fit within the limits of such maximum and such minimum and, in the second instance, such penalty as it may see fit up to the extent of such maximum.
(3) The court convicting an accused for the breach of a by-law may, in addition to any fine it may impose, order that person to refrain from committing any further such offence or cease to carry on any activity specified in the order, the carrying on of which will or is likely to result in the committing of any further such offence. Breach of such order shall constitute an offence punishable by contempt of Court.
111. No penalty can be imposed for the violation of any by-law unless it is fully described and set forth therein.

If the infraction of a by-law continues, such continuation shall constitute a separate offence day by day, save in the case of good faith.
112. Fines imposed by the by-laws of the council shall be recoverable on summary proceeding in accordance with Part I of the Summary Convictions Act.
113. All fines incurred by the same person may be included in the same suit.
114. Every prosecution for the recovery of such fines shall be begun within six months from the date when they are incurred, and cannot be brought thereafter.

Such prosecution may be brought by any person of age, in his own name, regardless of whether he has suffered any special damage, or by the municipal corporation.
115. Fines recovered in virtue of the by-laws of the council or of the provisions of this act shall belong, unless it be otherwise provided, one-half to the prosecutor and the other half to the municipal corporation.

If the prosecution has been brought by the municipal corporation the fine shall belong wholly to it. If the fine be due by the municipal corporation, it shall belong wholly to the prosecutor.
116. Where any by-law of a municipal corporation is contravened, in addition to any other remedy and to any penalty imposed by the by-law, such contravention may be restrained at the instance of an inhabitant of the municipality by filing a notice of contravention with the Regional Government. The procedure of article 77 shall apply.

If the intervention of the Regional Government has been unsuccessful, the contravention may then be restrained either by action at the instance of such inhabitant against the infringer or my mandamus at the instance of such inhabitant against the municipal corporation to compel it to take proceedings necessary for preventing the violation of such by-law.

Division 3 – Approval and Disallowance of By-laws

117. Unless otherwise provided, approval of the by-laws by the council shall be sufficient.

118. When a by-law is submitted for the approval of the electors, the vote shall be taken by polling pursuant to the provisions governing elections in the municipality so far as they may be applicable.

119. The council or the mayor shall fix the date for the opening of the poll. Such date shall not be later than ninety days from the date of the passing of the by-law by the council.

The secretary-treasurer shall at least fifteen days before the day fixed give public notice calling upon the electors. Only the electors entered on the electoral list in force and used at the last municipal election shall be entitled to vote.

120. The following shall be printed on the ballot papers in lieu of the names of the candidates: "Are you of the opinion that by-law no. (insert the no. of the by-law) respecting (insert title or object of the by-law) should be adopted?"

The vote on the question submitted shall be given;

(1) if in the affirmative, by marking a cross on the ballot paper in the space where the word: "yes" appears;

(2) in the negative, by marking a cross on the ballot paper in the space where the word: "no" appears.

121. At the close of the poll the secretary-treasurer shall proceed to count the votes and shall make a list of them counting and separating the yes and nays. In the event of a tie in the vote, the mayor shall give the casting vote.

Such list shall be certified by the secretary-treasurer and must declare whether the by-law has been approved or disapproved with the necessary particulars. Such list shall be laid before the council at its next sitting.

The poll book and the list of the votes shall be deposited in the archives of the municipal corporation.

122. Whenever it is required that a by-law must, before having force or effect, receive the approval of the Lieutenant-Governor in Council, the Minister of Municipal Affairs or the Québec Municipal Commission, the secretary-treasurer, after such by-law has been approved by the electors, if such approval is required, must forward it to the authority whose approval is required, with certified copies of all documents tending to inform of the fulfillment of the provisions of the law and of the advisability of the passing of such by-law.

123. Neither the Lieutenant-Governor in Council nor the Minister of Municipal Affairs nor the Québec Municipal Commission is obliged to approve of a by-law unless he has satisfied himself of the fulfillment of the formalities required for the passing of such by-law.

For such purpose, they may exact from the council which has passed the by-law submitted to their approval, all the documents and information as they deem necessary for assuring themselves of the usefulness of the by-law or of the provisions of such by-law submitted to their approval.

124. The approval by the Lieutenant-Governor in Council, the Minister of Municipal Affairs or the Québec Municipal Commission of a by-law or other proceedings adopted by a municipal council, in the cases where such approval is prescribed by a provision of this act, has no other effect than that of rendering such by-law or proceeding executory according to the law, and this may be done with the same effect in the form of an authorization. Such approval may be of a part only or qualified.

125. A copy of every by-law passed by the council must be transmitted without delay to the Minister of Municipal Affairs and to the Regional Government.

The Lieutenant-Governor in Council may, within the three months following the receipt of such copy by the Minister of Municipal Affairs, disallow the by-law in whole or in part unless he or the Minister has previously approved it.

Notice of such disallowance shall be published in the Québec Official Gazette and, from the day of such publication, the by-law shall be null and void.

Division 4 – Contestation and Quashing of By-laws

126. Any person who is entered on the election roll in force may, by notice of contestation presented in his name, apply and obtain, on the ground of illegality, the quashing of any by-law or part of by-law of the council.

Such notice shall be presented to the Regional Government within three months next after the coming into force of such by-law.

The provisions governing contestation of election in the municipality shall apply to the contestation and quashing of by-laws so far as they may be applicable.

127. The notice of contestation shall set forth in a clear and precise manner the reasons alleged in support of the application and shall be accompanied by a certified copy of the by-law impugned.

128. If the intervention of the Regional Government has been unsuccessful, the contestation and quashing of such by-law shall then be vested in the Superior Court having jurisdiction in the territory, which shall proceed in a summary manner to hear and decide such contestation.

The superior Court may, by the judgment, quash such by-law in whole or in part, order the service of such judgment at the office of the council interested and cause the same to be published.

Every by-law or part of by-law so quashed shall cease to be in force from the date of the judgment.

Chapter II – By-laws within the Jurisdiction of the Council

Division 1 – General Powers

129. The council may make by-laws to secure the peace, order, good government, health, general welfare and improvement of the municipality, provided such by-laws are not contrary to the laws of Canada and of the Province of Québec nor inconsistent with any special provision of this act.

Such by-laws shall not be contrary to the ordinances of the Regional Government in matters of joint competence.

130. The power to make by-laws shall involve, in the case of articles 134, 135, 138, 141, 160, 163 and 164, that of licensing and of requiring permits and certificates and of exacting fees for licences, permits and certificates and of establishing a tariff of fees therefor. The power to regulate shall include, when necessary, the power to prohibit, revoke and suspend.

Such power shall also involve that of appointing officers and inspectors as the council may deem fit for the proper application of such by-laws and of defining their duties.

131. Any municipal corporation may, with the authorization of the Minister, make with any public body, including a municipality, a community, an association and a school board, agreements respecting the exercise of its competence; it may then carry out such agreements and exercise the rights and privileges and fulfill the obligations arising therefrom, even outside its territory.

In the event an agreement were contemplated with the Government of Canada, any body thereof, or any public body mentioned in the preceding paragraph and situated outside of the Province of Québec, prior authorization of the Lieutenant-Governor in Council shall be necessary.

132. The council may, by complying with the provisions of sections 606 and 607 of the Cities and Towns Act and the expropriation procedure established by law,

(a) expropriate any immovable property, any part thereof or any servitude required for the execution of works ordered by it within its jurisdiction;

(b) expropriate the whole or part of any road in the municipality and belonging to persons, firms or private corporations;

(c) expropriate any immoveable property, any part thereof or any servitude it may need for any municipal purpose;

The foregoing provisions of this article shall not be regarded as restricting the right which the council may otherwise have to acquire, by mutual agreement, immoveables for the same purposes.

133. The council may make by-laws to take a census of the inhabitants of the municipality, for the purpose of ascertaining their number, and of obtaining statistics regarding their social and economic condition.

The council may also make by-laws to exact that, in all cases of birth or death, a certificate be deposited in the office of the municipal corporation.

Division 2 – Public Security

134. The council may make by-laws:

(1) To authorize the building inspector to visit and examine all moveable and immoveable property, as also the interior or exterior of any house, building or edifice, to ascertain if the by-laws of the council are executed in respect thereof or for the purpose of adopting any measure deemed necessary for public security, and to compel the occupants of such property, buildings and edifices to admit such officers;

(2) To classify, for purposes of regulation, dwellings, commercial and industrial establishments and all other immoveables, including public buildings;

(3) To compel the prior submission of plans for the construction or alteration of buildings and projects for changes of the destination or use of an immoveable or for the moving of a building, to the building inspector for security and sanitary purposes;
(4) To provide that no immoveable newly erected or altered or the destination or use of which has been changed shall be occupied before a certificate is issued by the municipal authority establishing that this immoveable is in conformity with the by-laws of the municipal corporation;
(5) When the construction of a building is not or has not been made in conformity with the by-laws adopted under paragraphs (3) or (4) of this article, a judge of the Superior Court having jurisdiction in the territory, upon motion, may order appropriate modifications or that the building be demolished within such delays as he fixes, and order that on failure so to do within such delay the municipal corporation may effect such modifications or demolition at the expense of the owner of the building;
(6) To decree that no building permit shall be granted unless the land on which a structure is to be erected is adjacent to a public street;
(7) To define what shall constitute abandoned, dilapidated or decayed buildings or structures and regulate the restoration or demolition of same; the reconstruction or restoration of any building or structure shall be carried out in accordance with the by-laws in force at the time of such reconstruction or restoration;
(8) To adopt measures to prevent the overcrowding of premises used as lodgings;
(9) To protect the life and property of the inhabitants and prevent accidents such as may be caused by natural catastrophe, fire, mechanical defect or failure, or contamination from noxious substances;
(10) To organize, maintain and regulate a fire department and fire-brigade; to appoint all officers and persons necessary for the extinction and suppression of fires and for the protection of persons and property from fire;
(11) To authorize the demolition of buildings, houses and fences, when deemed necessary to arrest the progress of fire; and to empower the mayor, the chief of the fire-brigade or other officers to exercise this power. If there be no by-law, the mayor may, during a fire, exercise this power by giving special authority;
(12) To regulate blasting, shooting with fire-arms, or arms discharged by means of compressed air or any other system;
(13) To regulate the keeping of animals;
(14) To establish ponds under the supervision and control of the council.

Division 3–Public Health and Hygiene

135. The council may make by-laws:

(1) To provide for the inspection of food and other products and their containers, and for the seizure, confiscation and summary destruction of any such products or containers as are unsound, spoiled or unwholesome; to prohibit the bringing into the municipality of such products and the keeping or selling of such products;

(2) To regulate the construction and maintenance of places where foodstuffs are prepared, stored or sold;
(3) To regulate the construction and maintenance of places where fuels and noxious substances are stored or sold;
(4) To ensure the sanitary condition of public ad private property and regulate unwholesome undertakings and establishments;
(5) To inspect and regulate ice-houses and cold-storage establishments;
(6) To regulate the location, construction, management and cleansing of storing places for hides and, generally, all places or establishments in which animal matter is dealt with;
(7) To regulate the establishmet of cemeteries and burial sites and the burial and disinterment of the dead;
(8) To prevent the pollution of the waters within or adjacent to the municipality and to provide for the cleansing and purification of municipal waters; and to compel the owner or occupant of any building or ground to remove from the premises owned or occupied by him all such offensive substances as the council may direct, and, upon his default, to authorize the removal or destruction thereof at the expense of such owner or occupant;
(9) To regulate the sewerage of the municipality and to maintan and operate a sewage collection and disposal system;
(10) To prevent the throwing or depositing of waste and provide for the collection, removal and disposal of same;
(11) To construct, equip and operate plants for the elimination or recycling of waste and to regulate the use of places as dumps;
(12) To regulate the escapement of smoke, gas and effluents from engines, factories or establishments;
(13) To define what shall constitute a nuisance and to regulate the same, including noise.

136. The municipal corporation may cause to be sold at auction, by bailiff of the Superior Court, without any judicial proceedings and after the notices required for the sale of moveables under writ of execution, all moveable effects in its possession which are unclaimed within six months and which have been abandoned or are the proceeds of theft or have been seized or confiscated.

If such property be claimed after the sale, the municipal corporation shall be liable only for the proceeds of the sale, after deducting the cost of the sale and other expenses which it may have incurred. If they cannot be sold because they have no merchantable value or by reason of the illegality of their possession or use, they may be destroyed after publication of similar notices, and if they are claimed after destruction, the municipal corporation shall not be liable for the payment of any indemnity or compensation.

Division 4–Town Planning and Land Development

137. The council may make by-laws to have plans or maps made of the territory of the municipality, indicating the streets, lanes, public places, municipal waters, houses and buildings and structures. Such plans or

maps, when confirmed by the Superior Court having jurisdiction in the territory, on petition presented at least fifteen days after the posting-up of a public notice announcing the making of such plans or maps and the nature of such motion, as well as the day, hour and place of its presentation, shall be binding for a period of five years upon the municipal corporation and all persons;

Before the expiration of such term of five years, the council, by by-law and following the same procedure, may extend for another period of five years, and similarly for successive five-year periods thereafter, the binding nature of such plans or maps.

As soon as completed, a duplicate of each of such plans shall be deposited in the office of the prothonotary of the Superior Court having jurisdiction in the territory and another duplicate in the archives of the municipal corporation. As soon as such plans shall have been confirmed and ratified by the court, the secretary-treasurer of the municipal corporation shall enter on the duplicate kept in the archives of the municipal corporation and on another which he shall then deposit in the registration office for the territory, a note of such confirmation.

138. The council may make by-laws:

(1) To order the making of a master plan of the territory of the municipality, specifying the purposes for which each portion of the territory included in the plan may be used, and to enact that such master plan shall become obligatory;

(2) Subject to the master plan of the municipality, to divide the municipality into zones of such number, shape and area as the council deems suitable for the purpose of such regulation and, with respect to each of such zones, to prescribe the architecture, dimensions, symmetry, alignment and destination of the structures which may be erected therein, the use of any immoveable located therein, the area and dimensions of lots, the proportion of lots which may be occupied by structure, the space which must be left clear between structures and the lines of lots, the space which, on such lots, must be reserved and arranged for the parking of vehicles, and the manner of arranging such space. Every such by-law must, before coming into force, be approved by the affirmative vote of the majority of the electors whose names appear on the election list in force and used at the last municipal election;

(3) To regulate the carrying on of trades and industries of all kinds within the municipality.

Division 5–Public Services

Subdivision 1–Water Supply

139. The council may make by-laws to provide for the establishment or acquiring, maintenance, management and regulation of reservoirs and water delivery systems to supply water to the municipality, and to install apparatus for filtering and purifying water.

Such powers shall not be exercised without the prior authorization of the Water Board when there is in the municipality a public waterworks service authorized by such board.

140. The council may, by by-law, in order to meet the interest on the sums expended in the construction and maintenance of reservoirs and water delivery systems, impose an annual tax at a rate to be fixed by it.
141. The council may make by-laws:
(1) To prohibit any occupant of a house or building supplied with water from furnishing such water to others, or from using it otherwise than for his own use, or from wasting it;
(2) To prescribe the size, quality, strength, and location of water-closets, baths, and other similar apparatus;
(3) To prevent the pollution of the water in the reservoirs and the practising of frauds upon the municipal corporation with regard to the supply of water;
(4) To establish the rate for water and provide for payment thereof; to supply meters for buildings or establishments, for measuring the quantity of water used therein and fix the amount to be paid for the rent of meters;
(5) To provide for any other matter or thing of any nature or kind whatsoever, having reference to water delivery systems, which it may be necessary to regulate or determine for their proper working.
142. The municipal corporation may make a special agreement with consumers for the supply of water in special cases, where it is considered that there is more than the ordinary consumption of water.
143. The compensation for water services, as well as all other taxes due for water or for meters, shall be levied according to the rules and in the manner prescribed by the council.
144. As soon as the municipal corporation is ready to furnish water to any part of the municipality not already supplied, public notice therof shall be given; and, after such notice, all persons liable to the payment of compensation for water services in such part of the municipality, whether they consent or not to receive the water, shall pay the rates fixed by the tariff.
145. If any person causes or allows any apparatus to be out of repair, or to be so used that the water supplied from the water delivery system be wasted, or unduly consumed; or if he refuses or neglects to pay the rate lawfully imposed for the water supplied to him, for thirty days after the same is due and payable, the municipal corporation may discontinue the supply so long as the person is in default; which shall not, however, exempt such person from the payment of such rate, as if the water had been supplied to him without interruption.
146. The officers appointed for the management of water delivery systems may enter into any house or building, or upon any property whether situated within or without the municipality, for the purpose of satisfying themselves that the water is not wasted and that the by-laws relative to water are faithfully carried out.

The owners or occupants of any such house, building or property shall allow the officers to make such visit or examination. The supply of water may be discontinued to any person refusing to admit the officers, so long as such refusal continues.
147. The municipal corporation shall not be bound to warrant the quantity

of water to be supplied; and no person may refuse, on account of the insufficiency of the water-supply, to pay the compensation for the use of the water.

148. The council may also make special agreements for the supply of water beyond the municipality, provided that the persons with whom such agreements are made comply with the by-laws respecting the management of the water delivery system.

149. The council may, by by-law, transfer its rights and powers, respecting the water-supply, to any person willing to undertake the same, provided that such person does not exact, for the use of the water, rates higher than those approved or determined by by-law of the council.

Subdivision 2–Lighting

150. The council may make by-laws providing for the lighting of the municipality by means of electric or other light furnished by any person, and the municipal corporation may become a party to any contract to that effect.

151. The council shall have all the necessary powers for the establishment and management of a system of lighting by electricity or otherwise, for the requirements of the public and of private individuals or companies desiring to light their houses, buildings or establishments.

152. At the expiration of the term mentioned in any contract entered into between the council and any public utility company, respecting the supplying of electricity for light, heat and power by such company to the municipality which itself distributes same to its ratepayers, the Electricity and Gas Board, on petition to that effect, may order that the contract be extended or renewed on such other or similar terms, prices and conditions as it may determine.

153. The council may by by-law impose a tax in order to meet the interest on the sums expended in introducing a system of lighting.

154. The council may make by-laws:

(1) If the lighting system belongs to the municipal corporation;

(a) To determine, in addition to the tax mentioned in article 153, the compensation to be paid for light and for the rent of meters, and for supplying meters to measure the quantity of light consumed;

(b) To prevent fraud in connection with the quantity of light supplied;

(c) To protect the wires, pipes, lamps, apparatus and other articles serving for the distribution of light;

(2) If the lighting system belongs to the municipal corporation or to others, to impose penalties against persons extinguishing the lamps without authority.

155. The tax imposed under articles 153 and 154 shall be levied according to the rules and in the manner prescribed by the council.

156. Any citizen may accept or refuse to use the light supplied by the municipal corporation in any building, house or establishment controlled by him.

157. The officers appointed to manage the lighting system of the municipal corporation may enter any building, house or establishment, and upon

any property, for the purpose of ascertaining whether the by-laws respecting lighting are faithfully observed.

The owners or occupants of all such buildings, houses, establishments or properties shall allow such officers to enter and make such inspection or examination.

158. The owners or occupants of houses, buildings or lands in the municipality shall, whether the lighting system belongs to the municipal corporation or to others, permit the pipes, wires, lamps and posts necessary for the lighting for public purposes to be placed on thier houses, buildings or lands, subject to the payment of actual damages, if any be occasioned thereby.

159. Nothing in this subdivision shall be construed as subjecting Hydro-Québec or its successors to any additional jurisdiction or control than that found in the Hydro-Québec Act or other laws of general application.

Subdivision 3–Heating and Power

160. The council shall have all the powers necessary for the establishment and administration of any system of heating and power development by means of electricity or otherwise for the use of the public, or of private persons or corporations desiring to make use thereof in their houses, buildings or establishments, and articles 150 to 159 shall apply, mutatis mutandis, to this article.

Subdivision 4–Municipal Roads

161. The council may make by-laws:

(1) Subject to the master plan of the municipality, to order the opening, closing, widening, extension, changing, improvement, maintaining or regulation of streets and roads and to regulate the locating, constructing and maintaining of sidewalks and bridges; however, the by-law ordering the closing of streets must provide for an indemnity, if there be occasion therefor, and shall be subject to the approval of the Québec Municipal Commission before coming into force;

(2) To give names to, or change the names of streets, lanes or public places and regulate the numbering of houses and buildings;

(3) To prescribe the measures necessary to prevent accidents in winter from the accumulation of snow or ice on the sidewalks and the roofs of houses and other buildings; every person obliged by by-law to care for any sidewalk or roof, shall be responsible towards the municipal corporation for damages resulting from his neglect to fulfill his obligations in this respect, and may be called in warranty in any case instituted against the municipal corporation for damages.

162. The municipal corporation shall be responsible in damages for the bad state of streets, roads, sidewalks, bridges, public places and municipal watercourses.

Subdivision 5–Traffic and Transportation

163. The council may make by-laws:

(1) To establish and regulate public transportation services and facilities;

(2) To regulate the use and speed of bicycles, motor boats and motor vehicles;
(3) To regulate the transportation of noxious and other dangerous substances;
(4) To regulate the use of noisy vehicles;
(5) To authorize the diversion of traffic in the streets of the municipality for the performance of work thereon and for any other reason of necessity or emergency;
(6) To prescribe, maintain and regulate passageways for, and the use of all-terrain vehicles, vehicles not following roads, and hovercraft in accordance with any provincial regulations governing such vehicles;
(7) To establish, maintain and regulate parking places or buildings for vehicles;
(8) To establish and maintain ground for the parking of trailers and mobile homes and to prohibit the parking and use of trailers, mobile homes or other vehicles as dwellings or commercial establishments outside such grounds;
(9) To establish and maintain aerodromes or take-off and landing fields for aeroplanes or airships; and
(10) To establish and maintain harbours, wharves, dry-docks and other landing places for ships, boats and other watercraft.

Division 6–Recreation and Culture

164. The council may make by-laws:
(1) To establish, equip, maintain and improve recreational centres, playgrounds and parks;
(2) To establish and maintain public baths, privies and lavatories; to regulate marinas in the waters comprised within its jurisdiction; and to regulate public or private swimming pools or areas;
(3) To establish and administer a system of community radio and television aerials for the needs of those wishing to make use thereof; to regulate the installation, maintenance, number and height of television and radio aerials; the council, however, shall not acquire by expropriation the existing systems in the municipality; and
(4) To establish and mantain free public libraries, library associations, mechanics insitutes, reading-rooms and public museums, exhibitions and fairs for historical, literary, artistic or scientific purposes.

Title VIII: *Public Works of the Corporation*
165. All public works of the municipal corporation are performed at the expense of the municipal corporation which orders them by contract awarded and passed according to the rules set forth in this title.
166. (1) Unless it involves an expenditure of less than $10,000. no contract for the execution of municipal works or the supply of equipment or materials shall be awarded except after a call for pulic tenders specifying the work to be performed;
(2) The delay for the receipt of tenders shall not be less than fifteen days;
(3) Tenders shall not be called for, nor shall the contracts resulting there-

from be awarded except on one or the other of the following bases:
(a) for a fixed price;
(b) at unit prices;
(4) All tenders must be opened publicly in the presence of at least two witnesses, on the day and at the hour and place mentioned in the call for tenders;
(5) All those who have tendered may be present at the opening of the tenders;
(6) The names of the tenderers and their respective prices must be mentioned aloud at the opening of the tenders;
(7) The council shall not be obliged to accept either the lowest or any other tender;
(8) The council shall not, without the previous authorization of the Minister of Municipal Affairs, award the contract to any person except the one who made the lowest tender within the prescribed delay;
(9) The contract shall be awarded by resolution.
167. No contract is valid or binding upon the municipal corporation unless the by-law authorizing the work has provided for the appropriation of the moneys required for paying the costs of same.
168. The contract is made in the name of the municipal corporation and accepted by the mayor or by a member of the council specially authorized for that purpose.
169. The person to whom such work is awarded must give security to the satisfaction of the council for the due performance thereof and for the payment of all damages, interests and costs.

Title IX: Municipal Finances

Chapter 1–General Provisions

170. The fiscal year of the municipal corporation shall begin on the first of January and end on the thirty-first of December of each year and the taxes and yearly assessments shall be payable at the dates determined by the Council.
171. Between the first and the thirty-first of July of each year, the council shall prepare and adopt its budget for the next fiscal year and maintain a balance between the revenues and expenditures provided for therein.

Such budget shall be transmitted to the Minister of Municipal Affairs and to the Regional Government in the month of August of the year in which it was prepared.

Upon sufficient proof that the council has in fact been unable to prepare, adopt or transmit such budget within the prescribed delay, the Minister of Municipal Affairs may grant any additional delay that he may determine for such purpose.
172. All fees, licenses, fines, revenues, taxes, subsidies and grants accruing or belonging to or received by the municipal corporation shall be paid to and received by the secretary-treasurer alone or by the officer designated by him for that purpose; and no other officer shall, under any pretext, receive them unless specially authorized by the council so to do.

173. (1) All sums of money not especially appropriated shall form part of the general fund of the municipal corporation;
(2) Any subsidy or grant made to a municipal corporation and not specially appropriated by the by-law ordering the works or the expenditures may be paid in whole or in part to the general fund of the municipal corporation;
(3) Saving the case provided in section 7 of the Municipal and School Debt and Loans Act, whenever the municipal corporation has collected a sum exceeding the sum required for the purposes for which such sum was raised, the surplus shall belong to the municipal corporation and fall into the general fund thereof;
(4) All sums of money forming part of the general fund of the municipal corporation may be employed for any purpose within the jurisdiction of the council.
174. The council may make such by-laws as it may deem expedient for the management and administration of its finances, and determine by whom and subject to what formalities payments out of the funds of the municipal corporation shall be made.
175. Every municipal corporation may deposit at interest in a Canadian chartered bank, or invest in the public funds of Canada or the Province of Québec, or loan on first hypothec, any moneys belonging to it.

Chapter II–Taxes and Licenses

176. The council may impose and levy annually:
(1) On the stock in trade or articles of commerce of all descriptions kept by merchants and dealers and exposed for sale in shops, or kept in vaults, warehouses or store-houses; on all yards or depots for rough, sawn or manufactured wood or lumber; and on all yards or depots for coal or other articles of commerce kept for sale, a tax of not more than one percent of the estimated average value of such stock in trade or other articles of commerce;
(2) On all tenants paying rent in the municipality, an annual tax of not more than eight cents in the dollar on the amount of their rent; every person, occupying property or part of any property of which he is neither the owner nor the lessee, shall be liable for the payment of such tax.
177. In addition to the taxes provided for in article 176 the council may establish, impose and levy certain annual dues or taxes on all trades, manufactures, financial or commercial establishments, occupations, arts, professions, callings or means of earning a profit or a livelihood, carried on or followed by one or more persons, firms or corportions in the municipality, provided that such duties or taxes do not exceed in any case the sum of three hundred dollars per annum. Such dues or taxes may be different for persons who have not resided in the municipality for twelve months from those for persons who reside therein, provided that such dues and taxes imposed on non-residents and on those who have resided in the municipality for less than twelve months, shall not exceed the others by more than fifty percent.

The tax imposed in virtue of the preceding paragraph shall be payable for every business establishment, and for every kind of business or occu-

pation, when carried on by the same person, firm or company in two or more distinct and separate buildings or places of business.

178. Every tax imposed under article 176 may, in the discretion of the council, be imposed and levied in the form of a licence; and, thereupon, such tax shall be payable annually at such time and under such conditions and restrictions as the council may determine.

Although the by-law of the council ordering the imposition and levying of certain duties and taxes in the form of a licence may impose a fine, for failure to pay such duties or taxes, the council may, at its option, instead of imposing the fine, sue for the recovery of the said duties or taxes, whether a licence be issued or not, and whether the name of the person liable for the duties or taxes be entered or not on the collection roll.

179. Notwithstanding the provisions of article 177 the council may impose and levy an annual licence or permit not exceeding three hundred dollars on merchants doing business in the municipality and who do not reside therein or who are residents therein for less than three months and whose names are not entered on the collection roll, but who are temporarily occupying the premises without however being obliged to impose a tax or permit on those resident therein for more than three months.

180. In order to pay its aliquot share of the expenses or of part of the expenses of the Regional Government required by the Regional Government under article 145 of Schedule 2 of Section 13 of the Agreement, the municipal corporation may impose and levy a tax in the manner prescribed by the Minister.

181. Every tax imposed by virtue of the foregoing provisions shall be payable annually at the time fixed by the by-laws.

The council may pass such by-laws as may be necessary to enforce the collection of any tax imposed in virtue of this act.

182. The Council may, by resolution, whenever it sees fit, instruct the secretary-treasurer to add to the amount of any taxes to be levied in the municipality, the sum of not more than 10% to cover losses, costs and bad debts.

183. Taxes shall bear interest at the rate of 5% per annum, or at such lower or higher rate of interest enacted by by-law of the council, from maturity, without necessity of a special demand for payment.

Neither the council nor its officers may remit any taxes or interest thereon. The council may however, by resolution, exempt the poor of the municipality from the payment of taxes.

The council may also, by resolution, grant a discount not exceeding 5% to every ratepayer who pays his taxes before they are due.

184. Arrears of municipal taxes shall be prescribed by three years.

185. The secretary-treasurer shall make a general collection roll each year, at the time fixed by the council, including all taxes then imposed, mentioning them separately.

He shall also make a special collection roll whenever any tax has been imposed after the making of the general collection roll, or whenever he is ordered so to do by the council. Such special roll shall exist as a separate roll only until the date fixed by the council for the preparation of the new

general roll and it must then be included in the new general roll which the secretary-treasurer shall prepare.
186. The collection roll shall not be completed until the budget of the municipal corporation has been adopted and transmitted to the Minister of Municipal Affairs and to the Regional Government.
187. Within sixty days following the day on which the roll was completed, the secretary-treasurer shall transmit to every person entered on such roll, a demand for payment of the taxes. Such taxes shall be payable within thirty days folllwing such demand for payment.
188. The payment of municipal taxes may be claimed by an action brought in the name of the municipal corporation before the court having jurisdiction in the territory.

Chapter III–Loans

189. The Québec Municipal Commission may authorize a municipal corporation upon application made to it by a mere resolution of the council, to contract one or more loans upon the conditions and for the period which the Commission determines.

The conditions so determined by the Commission shall govern such loans notwithstanding any contrary or incompatible provisions of a general or special act limiting the amount of loans and determining the period for their reimbursement.

The provisions of this section shall apply to every loan contracted by a municipal corporation.

Chapter IV–Audit of Municipal Finances

190. (1) The council, at its first sitting in the month of December, shall appoint for the fiscal year ending on the ensuing thirty-first of December, one or more auditors for the auditing of the accounts of the municipal corporation;
(2) Such auditors may be individuals, members of a partnership or appointees of the Regional Government and may entrust the work to their employees, but then the responsibiliy of the auditors shall be the same as if such work had been entirely performed by such latter;
(3) They shall make a report of their examination to the council within sixty days after the expiration of the fiscal year;
(4) A copy of such report, certified by the secretary-treasurer, must be sent forthwith by the secretary-treasurer to the Minister of Municipal Affairs and to the Regional Government;
(5) The council may order any other examination it may deem necessary and call for a report.
191. Any surplus or deficit for a fiscal year shall be entered in the revenues or expenses of the budget for the ensuing fiscal year according to the report of the auditors.
192. (1) At any time of the year, if so required in writing by at least five electors, the council shall also order a special audit of the accounts of the municipal corporation for one or more of the last five years, provided that no such audit has already been made for the same years under this article;

(2) The costs of such audit shall be payable by the responsible officer of the municipal corporation, if he has been guilty of embezzlement or if, having been found short in his accounts, he fails to repay the balance within the delay fixed by the last paragraph; otherwise the costs shall be payable by the persons who demanded the audit, unless the audit is of advantage to the municipal corporation;
(3) The demand for an audit under this article must be accompanied by a deposit of one hundred dollars, which shall be returned to the petitioners if the costs of the audit are not charged to them;
(4) Any auditor appointed for such purposes may be an individual or a partnership, and may entrust the work to his or its employees, but then the responsibility of such auditor shall be the same as if such work had been entirely performed by the auditor himself;
(5) Within thirty days after the service upon him of a copy of the report of the audit, the defaulting officer of the municipal corporation must pay the amount of the balance which he has been found to owe, as well as the costs of the audit.
193. All actions or claims against the secretary-treasurer resulting from his administration are prescribed by five years from the day on which the shortage of his account is reported by the auditor to the council.
194. The provisions of this chapter shall nowise affect the recourse of the municipal corporation under the security given by the secretary-treasurer.

Title X: *Proceedings Against Municipal Corporations*
195. When any suit or action is commenced against the municipal corporation, service therein shall be made upon the secretary-treasurer of the municipal corporation at his office or domicile.
196. Any provisions of law to the contrary notwithstanding, no judgement rendered against the municipal corporation for a pecuniary condemnation only shall be executory before the expiration of thirty days after the date thereof.
197. Whenever a copy of a judgment condemning the municipal corporation to pay a sum of money has been served at the office of the council, the secretary-treasurer shall forthwith, upon being authorized by the council or by the mayor, pay the amount thereof out of the funds at his disposal according to the provisions of article 173.
198. The Court which rendered the judgement may, on petition, grant to the council any delay which it deems necessary to levy the moneys required.

Title XI: *General Provisions*
199. The amounts or percentages mentioned in articles 29 (1) and (2), 110(1), 176, 177, 179, 182, 183 and 192 (3) may be increased and those mentioned in article 166 (1) may be reduced by proclamation of the Lieutenant-Governor in Council.
200. The provisions of the Cities and Towns Act respecting the valuation roll, the imposition and collection of real estate taxes, including procedures related thereto and the provisions of the Real Estate Assessment

Act shall come into force in a municipality upon receipt by the Minister of a resolution of the council to proceed to the imposition of such real estate taxes.

201. The laws of Québec, including the Cities and Towns Act but excluding the Municipal Code, shall apply within the Territory insofar as they are applicable and not derogated from by the provisions of this Act.

202. This Act shall come into force on a date to be fixed by proclamation of the Lieutenant-Governor in Council.

13.0.1 Québec undertakes to submit to the National Assembly, upon the coming into force of the Agreement, bills incorporating the provisions of Schedules 1 and 2 of this Section.

13.0.2 Nothing in this Section shall be interpreted as dispensing the Regional Government from having to obtain any permits, licences or authroizations required by law.

13.0.3. The provisions of this Section can only be amended with the consent of Québec and the interested Native party.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec.

13.0.4 Schedules 1 and 2 of this Section shall not form part of the legislation to be submitted to Parliament and to the National Assembly for the purpose of giving effect to the Agreement.

1. A Regional Government shall be established by Québec with respect to the municipalities and areas not erected into municipalities within the limit of the Province of Québec north of the 55th parallel of latitude, except Category IA Lands and IB Lands of the Crees of Great Whale River.

Act Respecting Certain Municipalities and the Regional Government of Northern Québec

1. This act may be cited as the Kativik Act (Part II)

Preliminary Title

Declaratory and Interpretative Provisions

2. In this act, unless the context indicates or declares otherwise, the following expressions, terms and words shall have the following meaning:
(1) the word "by-law" means an enactment of the council of a municipal corporation or of the Regional Government acting as a municipal corporation under article 14 of this Schedule;
(2) The word "council" means the council of the Regional Government;
(3) The expression "executive committee" means the executive committee of the Regional Government;
(4) the word "meeting" or "sitting", used alone, means regular meeting or sitting, or a general meeting or sitting, or a special meeting or sitting of the executive committee or council of the Regional Government, as the case may be;
(5) the word "Minister" means the Minister of Municipal Affairs;
(6) the expression "municipal services" means water, sewage, fire protection, recreation, cultural activities, roads, garbage removal and disposal, lighting, heating, power and snow removal services supplied by a municipal corporation;
(7) the word "municipality" means a territory erected for the purpose of municipal administration;
(8) the expression "officer or employee of the Regional Government" means any officer or employee of the Regional Government, with the exception of the regional councillor;
(9) the word "ordinance" means an enactment of the Regional Government which shall apply within the municipalities, save where expressly provided otherwise;
(10) the expression "regional councillor" means the councillor elected to represent the municipal corporation in the Regional Government;
(11) the word "territory" means the entire area within the limits of the Province of Québec north of the 55th parallel of latitude except Category IA Lands and IB Lands of the Crees of Great Whale.

3. For the purposes of this act, the population of the territory shall be that shown in the last census recognized as valid for such purposes by an order of the Lieutenant-Governor in Council published in the Québec Official Gazette.

The Lieutenant-Governor in Council may authorize the Regional Government to undertake the required census.

4. Error or insufficiency in the designation of the Regional Government in any document executed by the council, the executive committee, their officers or any other person, or in the declaration of the quality of such officer or person, provided no surprise or injustice result therefrom, shall not render such act null.

5. No suit, defence or exception, founded upon the omission of any formality, even imperative, in any act of the council, the executive committee or of an officer of the Regional Government, shall prevail, unless the omission has caused actual prejudice or it be of a formality whose omission, according to the provisions of the law, would render null the proceeding from which it was omitted.
6. When an oath is required, it is taken before any person authorized by law to administer it.
7. Whenever any deposition or information is required to be given under oath, on behalf of the Regional Government, such deposition or information may be given by any regional councillor or officer of the Regional Government authorized for such purposes.
8. The language of communication of the Regional Government shall be in accordance with the laws of general application in Québec; in addition, every person may address the Regional Government in Inuttituut and the Regional Government shall ensure that such person can obtain available services from and can communicate with it in Inuttituut; and in the sittings of the council, whoever has a right to be heard may use Inuttituut at his option.

The council shall have the right to make copies of the books, records, notices and proceedings of the Regional Government in Inuttituut.

Title I

Constitution and Jurisdiction of the Regional Government

9. The inhabitants of the municipalities in the Territory and their successors, and the municipalities themselves, whether erected under this act or any general law or special act, shall be a public corporation under the name of "Kativik Regional Government".
10. The Regional Government shall be a corporation within the meaning of the Civil Code; it shall have the general powers of such a corporation and such special powers as are assigned to it by this act.
11. The corporate seat of the Regional Government shall be within the Territory, at such place as it shall determine by ordinance, a notice of which shall be published in the Québec Official Gazette; it may also in the same manner transfer such corporate seat to any other place within the territory.
12. The powers of the Regional Government shall be exercised by the council, except as regards those matters which are declared to be within the jurisdiction of the executive committee.
13. The Regional Government shall have jurisdiction over the whole of the Territory and its orders shall be obligatory for all persons subject to its jurisdiction.
14. (1) Any territory not erected into a municipality is, until erected into a municipality or annexed to an adjoining municipality, administered and governed by the Regional Government and its officers, with the same privileges, rights and obligations as if the Regional Government and its officers were the municipal corporation and officers of such territory within the meaning of Schedule 2 of Section 12 of the Agreement.

(2) The inhabitants and ratepayers of such territory so governed by the Regional Government and its officers are alone subject to all obligations arising either from the law or from the municipal enactments in force therein, in the same manner as if such territory was organized into a municipal corporation.
(3) Unless already subject to the approval of the Québec Municipal Commission, any by-law passed by the Regional Government under this article shall come into force upon approval by the Minister of Municipal Affairs. The Minister shall communicate his decision to the Regional Government as soon as is reasonably possible.

Title II

Administration of the Regional Government

15. Subject to the provisions of article 14 of Schedule 2 of Section 12 of the Agreement, the following persons shall not be nominated for, elected or appointed to the council of the Regional Government:
(1) Any person who has, directly or indirectly, by himself or his partners, any contract with the Regional Government unless the description of all such contract has been publicly posted in the offices of the Regional Government and of all municipal corporations at the time of his nomination, election or appointment and remains so posted, with all additions or deletions, if any, at all times during his tenure of office. Acceptance of or application for services available to ratepayers according to a fixed tariff shall not be deemed to be a contract with the Regional Government. Nevertheless, a shareholder in any incorporated company which has any contract or agreement with the Regional Government or which receives any grant or subsidy therefrom shall not be disqualified from holding office; but he shall be deemed to be interested if any discussion should arise before the council or the executive committee with reference to any measure relating to such company, save when such company is the Inuit Development Corporation or the local Inuit Community Corporations to be formed or one of their subsidiaries in which case he shall only be deemed to be interested if he is an officer or director of such corporations;
(2) Whenever the office of regional councillor is in question, (a) any persons who are responsible for moneys belonging to the Regional Government, or (b) who are sureties for any employee of the Regional Government or (c) who receive any pecuniary allowance or other consideration from the Regional Government for their services, otherwise than under a legislative provision, save, in the case of (c), when a description of the pecuniary allowance or other consideration has been publicly posted in the office of the Regional Government and of all municipal corporations at the time of his nomination, election or appointment and remains so posted, with all additions and deletions, if any, at all times during his tenure of office.
16. No person may act as a regional councillor nor hold any office in the Regional Government unless he is eligible and possesses at all times the qualifications required by law. Disqualification as regional councillor shall carry disqualification as councillor of the municipal corporation.

Chapter 1: Council of the Regional Government

Division 1:

General Provisions

17. Subject to those matters which are declared to be within the jurisdiction of its executive committee, the Regional Government shall be represented and its affairs administered by its council. Such council shall be known and styled by the name of: "The council of the Kativik Regional Government".

18. The council must directly exercise the powers conferred upon it by this act; it cannot delegate them.

Nevertheless, the council may appoint committees composed of as many of its members as it deems advisable, with power to examine and study any question. In such case the committees must render account by report but no report of a committee has any effect until it has been adopted by the council at a regular sitting.

19. Ordinances, by-laws, resolutions and other enactments of the Regional Government must be passed by the council in session.

20. No vote given by a person illegally holding office in the Regional Government and no act in which in such capacity he has participated can be set aside, with respect to persons who have acted in good faith, solely by reason of the illegal exercise of such office.

Division 2

Composition

21. Each municipality shall be represented by one regional councillor to the Regional Government.

22. Any regional councillor may resign his seat in the council by transmitting his resignation signed by himself to the secretary; the term of office of the regional councillor shall expire upon the delivery of such resignation in writing to the secretary who shall transmit it to the council at the next sitting. Resignation as regional councillor shall carry resignation as councillor of the municipal corporation.

23. The regional councillors who are appointed members of the executive committee shall retain their seats on the council and shall be entitled to vote on any motion, matter or report submitted to the council.

24. Within the first fifteen days of his term of office, the regional councillor shall inform the secretary in writing of the address at which all official communications of the Regional Government are to be sent to him. He may in the same manner change such address.

25. A speaker and deputy-speaker of the council shall be appointed from among the regional councillors by resolution of the council. They shall hold office for the duration of their term as regional councillors, but if they cease to be members of the council before the expiry of such term, their tenure

of office as speaker or deputy-speaker shall end on the date when they cease to be members of the council.

26. If the speaker or deputy-speaker of the council resigns, the resignation shall take effect upon the date on which the secretary of the Regional Government receives a written notice to that effect, signed by the person resigning.

Any vacancy must be filled within thirty days of the date when it occurs.

27. The Lieutenant-Governor in Council shall fix the remuneration of members of the council.

28. (1) The council may authorize the payment of the expenses actually incurred by one of its members on behalf of the Regional Government provided that such expenses have been approved by such council.

(2) Such amount as is fixed by ordinance of the Regional Government shall be deducted from the salary of any member of the council for each day on which the council sits, if such member of the council does not attend such sitting, unless his absence is due to it being impossible in fact for such member to attend such sitting.

(3) At the request of one of its members who has absented himself from a sitting, it shall be the duty of the council to decide finally whether it was in fact impossible for such member to attend such sitting. Such request must be made at the next sitting which such member of the council attends, whether such sitting is regular or special and whether or not such item appears on the agenda paper for such sitting.

29. The speaker and the deputy-speaker of the council shall be entitled to the additional remuneration fixed by the Lieutenant-Governor in Council and paid by the Regional Government.

Division 3

Meetings of the Council

30. The council sits at the office of the Regional Government unless it has fixed by resolution upon some other place within the limits of the Territory. The sittings of the council shall be public.

The first general sitting of the council shall be held on the fourth Wednesday following the election of the regional councillors at the hour of nine o'clock in the forenoon at the usual place for community meetings in Quartaq (Koartac).

31. The speaker of the council shall preside over the meetings of the council. He shall maintain order and decorum during the sittings of the council; he may cause to be expelled from a sitting of the council any person who disturbs order there.

The deputy-speaker of the council shall exercise all the powers of the speaker of the council, if such speaker is absent or refuses or is unable to act.

32. The majority of the regional councillors shall constitute a quorum for the transaction of business. If there be no quorum, two councillors, half an hour after it being established that there is no quorum, may adjourn a meeting to a later date.

Notice of such adjournment must be given by the secretary to all regional councillors who were not present at such adjournment.

33. Regular meetings of the council shall be held at least once every three months. The date of each of such meetings shall be fixed by council and the notice of convocation shall mention that it is for a regular meeting.

At all the regular meetings of the council, the heads of departments and the executive committee shall report to the council on the matters within their respective competence.

34. The agenda paper for each regular meeting of the council must be prepared by the secretary.

35. The special meetings of the council shall be called by the secretary upon the request of the chairperson of the executive committee or of the executive committee itself, or upon the written application of not less than four members of the council; the notice of convocation shall be in lieu of the agenda.

At a special meeting of the council, and at any adjournment of such meeting, only the business specified in the notice of convocation shall be considered.

36. Notice of convocation and of the agenda for every regular meeting must be given by the secretary to each member of the council, at least fifteen days before the meeting.

37. Whenever, at a special or regular meeting, the business submitted could not be entirely disposed of on the first day, the council must adjourn to a subsequent date.

38. The decisions of the council shall be taken by majority vote.

Each member of the council shall have one vote and one additional vote if he represents more than 500 inhabitants according to the last official census.

The speaker must vote as a member of the council, but he shall not have a casting-vote. In the case of a tie in the vote, the question shall be resolved in the negative.

39. Every member present at a meeting of the council is bound to vote, unless he is exempted or disbarred therefrom by reason of personal interest.

Every vote must be given orally and, upon demand, the votes are entered in the minute book of the council.

40. No member of the council shall vote on any matter in which he has a direct pecuniary interest either through himself or through a partner; the acceptance of or requisition for services made available to the public according to an established tariff shall not be deemed a direct pecuniary interest.

In case of dispute, the council shall decide whether the member has a personal interest in the matter, and such member shall not vote on the matter of his interest.

Should an interested member of the council give his vote without objection, such vote does not nullify the proceedings of the council with respect to third parties in good faith.

41. If the majority of the members of the council have a personal interest in any question submitted to their decisions, such question must be referred to the Lieutenant-Governor in Council, which, in respect of the consideration and decision of such question, possesses all the rights and privileges, and is subject to all the obligations of the Regional Government.
42. The minutes of the proceedings of the council shall be kept and entered in a book kept for such purpose by the secretary; they shall be signed by the member who presided over the meeting and by the secretary; they shall be open to the inspection of all interested persons who wish to examine them.

Chapter 2: Executive Committee of the Regional Government

Division 1:

Composition

43. The executive committee shall consist of five members appointed by resolution of the council from among the regional councillors, including a chairperson and a vice-chairperson designated as such by the council.
44. The offices of speaker and deputy-speaker of the council shall be incompatible with those of chairperson and vice-chairperson of the executive committee.
45. The members of the executive committee shall hold office for the duration of their term as regional councillors, but if they cease to be members of the council before the expiry of such term, their tenure of office as members of the executive committee shall end on the date when they cease to be members of the council.

In the case of the resignation of a member of the executive committee, the resignation shall take effect upon the date of receipt by the secretary of a written notice to such effect, signed by the person resigning.
46. Any vacancy on the executive committee shall be filled by resolution of the council within thirty days of the date on which it occurs.
47. The chairperson must devote all his time to the service of the Regional Government and shall not have any other remunerative employment or occupation or hold any other public office, except as member of the local council of the municipal corporation which he represents.
48. The chairperson and the vice-chairperson of the executive committee and the other members of such committee shall be entitled to the remuneration and pension fixed by the Lieutenant-Governor in Council. However, such remuneration and pension shall be paid by the Regional Government.

The executive committee may authorize the payment of the expenses actually incurred by one of its members on behalf of the executive committee provided they have been authorized by such committee.

The provisions of article 28 shall apply, mutatis mutandis, to the members of the executive committee.

Division 2:

Functions

49. The executive committee shall be responsible for the management of the affairs of the Regional Government. It shall see that the law, the ordinances, the by-laws, the resolutions and decisions of the council and contracts are complied with and carried out.

For such purposes, it may of its own motion take all such steps as it deems expedient and give appropriate instructions to the officers of the Regional Government; the executive committee may require directly of any officer of the Regional Government any information that it needs.

50. The executive committee, with the approval of the council, may make a resolution respecting its government and its internal management, subject to the provisions of this act.

51. The executive committee shall prepare and submit to the council for its approval:

(a) every demand for the appropriation of the proceeds of loans, subsidies and grants or for any other credit required;

(b) every demand for a transfer of funds or credits already voted;

(c) every report recommending the granting of franchises and privileges; and

(d) every plan of classification of functions and of the salaries attached thereto.

52. The executive committee may in its own right, and must at the request of four members of the council, make a report to the council on any matter within the competence of the executive committee or any other question submitted by the council.

The executive committee shall furnish the council with any information which is requested of it in writing by a member of the council.

53. The executive committee must submit to the council every draft contract involving an expenditure of more than $5,000 or an expenditure not provided for in the budget.

The executive committee may, if so authorized by ordinance of the council, grant to the lowest bidder contracts involving an expenditure of not more than $10,000; subject to the provisions of article 124 it may also, after calling for tenders and without the council's authorization, award any contract the price whereof does not exceed the amount placed at its disposal for the purpose.

54. Except where otherwise provided, the appropriations voted by the council, either by the budget or out of the proceeds of loans, subsidies or grants or otherwise, shall remain at the disposal of the executive committee which shall see that they are used for the purposes for which they were voted, without further approval by the council.

55. The executive committee shall authorize the payment of all sums due by the Regional Government, observing the formalities, restrictions and conditions prescribed by this act.

56. The chairperson of the executive committee shall direct the affairs and activities of the Regional Government and its officers and employees

over whom he shall have a right of supervision and control. He shall see that the ordinances of the Regional Government and the decisions taken by it are faithfully and impartially observed and carried out.

He shall be a member ex officio of every commission constituted by the Regional Government.

57. The vice-chairperson of the executive committee shall exercise all the powers of the chairperson if the latter is absent or unable to act.

Division 3:

Meetings of the Executive Committee

58. The meetings of the executive committee shall be presided over by the chairperson of such committee; in the case of absence or inability to act of the chairperson or of a vacancy in his office, they shall be presided over by the vice-chairperson; in the case of absence or inability to act of both, or of a vacancy in the office of both, the members present shall appoint one of their members to replace the vice-chairperson temporarily.

59. The sittings of the executive committee shall be held at the place and time and on the day fixed by the resolution passed under article 50 of this act.

60. Three (3) members shall constitute a quorum of the executive committee.

61. Each member of the executive committee shall have one vote.

62. Every report and resolution of the executive committee shall be signed by the person who presided over the meeting at which they were adopted, and by the secretary.

Chapter 3: Administrative Departments and Officers

Division 1:

General Provisions

63. The council may establish by ordinance the various departments of the Regional Government, establish the scope of their activities and define their duties. The heads of such departments shall be appointed by the executive committee subject to ratification by the council.

64. (1) The council shall appoint a secretary, a manager and a treasurer. Any vacancy in the offices of secretary, manager and treasurer must be filled by the council within a delay of thirty days.

(2) The council, by ordinance, may define such of their duties as are not defined by this act. The council, if it deems it expedient, may appoint a single person to fill the offices of secretary and treausrer. In such case the officer filling such offices shall then be known as the secretary-treasurer, and he shall have the same rights, powers and privileges, and shall be liable to the same obligations and penalties as those determined and prescribed for such offices.

(3) However, the executive committee shall fix their salaries and their other conditions of employment.

(4) The executive committee may, to secure the execution of the ordinances of the Regional Government and of the requirements of the law,

appoint all other officers, dismiss and replace them, including an assistant secretary, an assistant treasurer and an assistant manager to replace the person whose assistants they are, whenever such persons are absent or unable to act.
65. Before entering upon his duties, every officer is bound to take an oath of office. On his failure to do so, he shall be considered to have refused to discharge the duties of the office to which he has been appointed.
66. No act, duty, writing or preceedings executed in his official capacity by an officer of the Regional Government who holds office illegally can be set aside solely on the ground of his so holding such office illegally.
67. The Regional Government is responsible for the acts of its officers in the performance of the duties for which they are employed as well as for damages resulting from their refusal to discharge or their negligence in discharging their duties, saving its recourse against such officers, the whole without prejudice to a recourse in damages against the officers by those who have suffered damages.
68. The executive committee shall fix the salaries and other conditions of employment of the officers of the Regional Government. It may establish and maintain or assist in the establishment or maintenance of relief or retirement funds or pension plans for its officers and employees, or for their relatives and dependant persons, and pay premiums for them, the whole subject to the Supplemental Pension Plans Act.

Division 2:

The Manager

69. Subject to the provisions of this act, the manager shall have the following functions and duties:
(a) under the authority of the executive committee, to manage the affairs of the Regional Government;
(b) as mandatary of the executive committee, to exercise authority over the heads of departments and officers of the Regional Government with the exception of the secretary;
(c) to ensure coordination between the executive committee and the heads of departments;
(d) to transmit to the executive committee any correspondence sent to him by the departments of the Regional Government;
(e) to attend the meetings of the executive committee;
(f) to have access to all the Regional Government's records;
(g) to compel any officer or employee of the Regional Government to furnish him with all information and documents which he requires;
(h) under the authority of the executive committee, to ensure the carrying out of the plans and programmes of the Regional Government;
(i) to obtain, examine and present to the executive committee projects prepared by heads of departments on matters requiring the approval of the executive committee or of the council;
(j) to coordinate the budgetary estimates of the various departments and present them to the executive committee;

(k) to satisfy himself that the money of the Regional Government is used in accordance with the appropriations comprised in the budget, ordinances and resolutions;
(l) to submit forthwith to the executive committee the list of accounts payable; and
(m) to give an annual report in writing to the council upon all matters connected with its duties;

All communications between the executive committee and the officers of the Regional Government shall be made through the manager.

Division 3:

The Secretary

70. The secretary is the custodian of all the books, records, registers, plans, maps, archives and other documents and papers which are either the property of the Regional Government or are deposited, filed and preserved in the office of the Regional Government.
71. The secretary must attend every sitting of the executive committee and of the council and draw up minutes of all the acts and proceedings thereof in registers kept for those purposes and called: "Minute Book of the Executive Committee" and "Minute Book of the Council", respectively.

Whenever an ordinance or a resolution is amended or repealed, mention must be made thereof in the margin of the minute book opposite such ordinance or resolution together with the date of its amendment or repeal.
72. The minutes of the sittings of the executive committee, approved and signed by the chairperson of such committee and by the secretary, and the minutes of the sittings of the council, approved and signed by the speaker of the council and by the secretary, shall be taken as evidence of their contents; the same shall apply to documents or copies emanating from the Regional Government and forming part of its records, when certified by the secretary. The secretary shall sign all the contracts of the Regional Government.
73. The secretary shall issue to any person applying therefor, upon payment of the fees determined by the council, copies of or extracts from any book, roll, register and other documents which form parts of the archives.

Division 4:

The Treasurer

74. The treasurer shall direct the treasury department.
75. The Regional Government may require of any person employed by it as treasurer such security as it may deem necessary.

Such security shall be a guarantee of the faithful performance of the duties of the treasurer, of his accounting for and paying over all public and other moneys entrusted to him or under his control to the persons authorized or entitled to receive the same; of his faithful performance of the obligations imposed upon him; and of the payment of the damages occasioned to any person through his negligence, misconduct or malversation.
76. The treasurer shall collect all moneys payable to the Regional Gov-

ernment and, subject to all other legal provisions, shall deposit in any legally constituted bank, savings and credit union or trust company which may be designated by the council, all moneys belonging to the Regional Government and shall allow them to remain there until they are employed for the purposes for which they were levied or received or until disposed of by the council.

77. All cheques issued and promissory notes executed by the Regional Government must be signed jointly by the chairperson of the executive committee and the treasurer of the Regional Government.

78. The treasurer pays out of the funds of the Regional Government all sums of money due by it whenever by resolution he is authorized so to do by the council or the executive committee.

79. (1) The treasurer is bound to keep books of account in which he enters by order of date, the receipts and expenditures mentioning the persons who have paid moneys into his hands or to whom he has made a payment.

(2) He must obtain and keep vouchers for all payments he has made for the Regional Government, produce them for audit and inspection and file them among the archives of the Regional Government.

(3) Such books shall be kept in the form prescribed or approved by the Minister of Municipal Affairs, or in accordance with the system established by the Lieutenant-Governor in Council.

80. Within thirty (30) days from the end of any fiscal year of the Regional Government or upon the request of the Minister of Municipal Affairs, the treasurer shall transmit to the Minister of Municipal Affairs a return showing:

(1) the name of the Regional Government;

(2) a summary and description of the total area of land within the territory;

(3) the value of the property of the Regional Government;

(4) the number of persons resident in the territory;

(5) the amount of subsidies and grants received within the year and their source;

(6) the amount raised by loan within the year and the amount of interests due upon such loans;

(7) all debts of the Regional Government;

(8) the expenditures for salaries and other expenses of the Regional Government and all other expenditures;

(9) the amount deposited at interest or invested by the Regional Government; and

(10) any other statement which the Minister of Municipal Affairs may require.

Title III –

Notices

81. Every notice is either special or public. Every special notice may be given verbally or in writing; public notices must be in writing.

82. Every special notice given in writing must be either delivered by the

person who gives it or posted in the office of the Regional Government and in the offices of each municipal corporation. Every public notice is given by posting a copy of such notice in the office of the Regional Government and in the offices of each municipal corporation.

83. Every notice in writing must be attested by the person who gives it and must contain:

(1) the name of the Regional Government, when such notice is given by a regional councillor or an officer of the Regional Government;

(2) the name, official capacity and signature of the person who gives it;

(3) a sufficinent description of those to whom it is addressed;

(4) the place where and the time when it is made;

(5) the object for which it is given; and

(6) the place, day and hour at which those summoned to answer such notice must do so.

84. The original of every notice in writing must be accompanied by a certificate of delivery or of posting.

The original of such notice and the certificate which accompanies it must be filed by the person who has given it in the office of the Regional Government to form part of the archives thereof.

85. The certificate must set forth:

(1) the name, residence, official capacity and signature of the person who has given it;

(2) a summary statement of the manner in which the notice was delivered or posted;

(3) the place, day and hour of delivery or posting.

Such certificate is written either on the original notice or on a paper annexed thereto.

86. In the case of a special notice given verbally, the affirmation of the person who gave such notice takes the place of the certificate of delivery or posting; such affirmation is only required in case of contestation and must contain the object of the notice.

Any document, order or proceeding of the Regional Government must be posted in the same manner as public notices.

Title IV

Resolutions

87. The Regional Government shall decide and exercise by resolution all acts of administration concerning it which are not incompatible with the provisions of this act. All powers not required to be decided and exercised by ordinance shall be exercised and decided by resolution.

Title V

Ordinances of the Regional Government

Chapter 1: Formalities Respecting Ordinances

Division 1:

Passing, Publication and Coming into Force of Ordinances

88. A copy of every ordinance which the executive committee proposes to the council shall be sent with the notice of convocation of the meeting at which it is to be considered.

89. The original of an ordinance, to be authentic, shall be signed by the speaker of the council and by the secretary.

If it was necessary to submit an ordinance for the approval of the Lieutenant-Governor in Council, the Minister of Municipal Affairs or the Québec Municipal Commission before it could come into force, a certificate under the signature of the speaker of the council and of the secretary certifying the date and the fact of each of these approvals must accompany and form part of the original of such ordinance.

90. The original of every ordinance shall be entered at length in a special book entitled: "Register of the Ordinances of the Kativik Regional Government".

The secretary must further indicate at the end of every ordinance the date of the posting-up of the notice of publication of such ordinance.

91. Except where otherwise provided by law or by the ordinance, every ordinance of the Regional Government shall come into effect and have force of law on the day of the publication thereof.

92. Every ordinance is published within thirty (30) days of the passing thereof or of its final approval, if it has been submitted for approval, by public notice mentioning the object of the ordinance, the date of the passing thereof and the place where communication thereof may be had. Such notice is given under the hand of the secretary and posted in the ordinary manner.

If the ordinance has received one or more approvals, the notice of publication must mention the date and the fact of each of these approvals.

When an ordinance has not been published within the delays provided by this section, the Minister of Municipal Affairs may authorize its publication within such additional delays as it may determine.

93. Every ordinance which comes into force only at some stated period must be published again by posting at least fifteen days before its coming into force.

94. Every ordinance remains in force and is executory until it has been amended, repealed or annulled by competent authority or until the expiration of the period for which it was made.

95. No ordinance can be repealed or amended except by another ordinance. No ordinance which, before coming into force and effect, was submitted to one or more approvals can be amended or repealed except by another ordinance approved in the same manner.

Division 2:

Penalties Enacted by Ordinances and Recovery of Fines

96. (1) The Regional Government may impose, by any ordinance within its powers, for every infraction of an ordinance a fine not exceeding five hundred dollars.
(2) Whenever, instead of a fixed penalty, an ordinance provides either a maximum and minimum penalty, or a maximum penalty only, the court may, at its discretion, impose, in the first instance, such penalty as it may see fit within the limits of such maximum and such minimum and, in the second instance, such penalty as it may see fit up to the extent of such maximum.
(3) The court convicting an accused for the breach of an ordinance may, in addition to any punishment it may impose, order that person to refrain from committing any further such offence or to cease to carry on any activity specified in the order, the carrying on of which will or is likely to result in the committing of any further such offence. Breach of such an order shall constitute an offence punishable by contempt of court.
97. No penalty can be imposed for the violation of any ordinance unless it is fully described and set forth therein.

If the infraction of an ordinance continues, such continuation shall constitute a separate offence, day by day, save in the case of good faith.
98. Fines imposed by the ordinances of the Regional Government shall be recoverable on summary proceeding in accordance with Part I of the Summary Convictions Act.
99. All fines incurred by the same person may be included in the same suit.
100. Every prosecution for the recovery of such fines shall be begun within six months from the date when they were incurred, and cannot be brought thereafter.

Such prosecution may be brought by any person of age, regardless of whether he has suffered any special damage, in his own name, or by the Regional Government.
101. Fines recovered in virtue of the ordinances of the Regional Government or of the provisions of this act shall belong, unless it be otherwise provided, one-half to the prosecutor and the other half to the Regional Government.

If the prosecution has been brought by the Regional Government, the fine shall belong wholly to it. If the fine be due by the Regional Government, it shall belong wholly to the prosecutor.
102. Where any ordinance of the Regional Government is contravened, in addition to any other remedy and to any penalty imposed by the ordinance, such contravention may be restrained either by action at the instance of an inhabitant or municipal corporation in the Territory against the infringer or by mandamus at the instance of such inhabitant or municipal corporation against the Regional Government to compel it to take proceedings necessary for preventing its violation.

Division 3:

Approval and Disallowance of Ordinances

103. Unless otherwise provided, approval of the ordinances by the council shall be sufficient.

104. Whenever it is required that an ordinance must, before having force or effect, receive the approval of the Lieutenant-Governor in Council, the Minister of Municipal Affairs, or the Québec Municipal Commission, the Secretary must forward it to the authority whose approval is required with certified copies of all documents tending to inform of the fulfillment of the provisions of the law and of the advisability of the passing of such ordinance.

105. Neither the Lieutenant-Governor in Council nor the Minister of Municipal Affairs nor the Québec Municipal Commission is obliged to approve an ordinance unless it has satisfied itself of the fulfillment of the formalities required for the passing of such ordinance.

For such purpose, they may exact from the Regional Government all the documents and information as they deem necessary for assuring themselves of the usefulness of the ordinance or the provisions of such ordinance submitted to their approval.

106. The approval by the Lieutenant-Governor in Council, the Minister of Municipal Affairs or the Québec Municipal Commission of an ordinance or other proceedings adopted by the Regional Government, in the cases where such approval is prescribed by a provision of this act, has no other effect than that of rendering such ordinance or proceeding executory according to the law, and this may be done with the same effect in the form of an authorization. Such approval may be of a part only or qualified.

107. A copy of every ordinance passed by the Regional Government must be transmitted without delay to the Minister of Municipal Affairs and to each municipal corporation.

The Lieutenant-Governor in Council may, within the three months following the receipt of such copy by the Minister, disallow the ordinance in whole or in part, unless he or the Minister has previously approved it.

Notice of such disallowance shall be published in the Québec Official Gazette and, from the day of such publication, the ordinance shall be null and void.

Division 4:

Contestation and Quashing of Ordinances

108. Any person and any municipal corporation in the Territory may, by motion, apply for and obtain, on the ground of illegality, the quashing of any ordinance or part of any ordinance of the Regional Government.

Such motion shall be presented to the Superior Court having jurisdiction in the Territory which shall have exclusive jurisdiction in such matters. Such recourse shall not exclude nor affect that permitted by article 33 of the Code of Civil Procedure.

109. The motion shall set forth, in a clear and precise manner, the reasons alleged in support of the application, and shall be accompanied by a certified copy of the ordinance impugned, if such copy could be obtained.

If such copy could not be obtained, the court or the judge of the Superior Court, upon application, shall order the production thereof by the secretary of the Regional Government.

110. The motion shall be served upon the secretary of the Regional Government one month at least before it is presented to the court.

111. Before service of the motion, the applicant shall give security for costs in the usual manner; otherwise such motion shall not be received by the court.

112. There shall be no appeal from interlocutory judgments rendered in an action to quash an ordinance; they may be revised at the same time as the final judgment if an appeal is brought from the latter.

113. (1) The court may quash such ordinance in whole or in part and order the service of such judgment upon the secretary of the Regional Government and order the same to be published by public notice.

(2) Every ordinance or part of an ordinance so quashed shall cease to be in force from the date of the judgment.

114. The Regional Government shall alone be responsible for the damages and suits which may arise from the putting into force of any ordinance or part of an ordinance the quashing of which has been so obtained.

115. The right to apply for the quashing of an ordinance shall be prescribed by three months from the coming into force of such ordinance.

Chapter 2: Competence of the Regional Government

Division 1:

General Provisions

116. The Regional Government shall have in its territory such competence as is provided in this act in the following matters:

a) local administration;

b) transport and communications;

c) justice;

d) health and social services;

e) education;

f) economic development; and

g) environment, resources and land use management.

117. The power to regulate shall include, when necessary the power to prohibit, revoke and suspend.

118. The power to make ordinances shall involve, in the case of articles 129 and 133, that of licensing and requiring permits and certificates and of exacting fees for licenses, permits and certificates and of establishing a tariff of fees therefor.

Such power shall also involve that of appointing officers and inspectors as the Regional Government may deem fit for the proper application of such ordinances and of defining their duties.

119. The Regional Government may, with the authorization of the Minister, make with any public body, including a municipality, a community, an association and a school board, agreements respecting the exercise of its competence; it may then carry out such agreements and exercise the rights and privileges and fulfill the obligations arising therefrom, even outside its territory.

If an agreement is contemplated with the Government of Canada, any body thereof or any public body mentioned in the preceding paragraph and situated outside of the Province of Québec, prior authorization of the Lieutenant-Governor in Council shall be necessary.

120. The Regional Government may make ordinances to take a census of the inhabitants of the territory, for the purpose of ascertaining their number, and of obtaining statistics regarding their social and economic condition.

121. The Regional Government may acquire by expropriation any immoveable, part of an immoveable or any real right, within the limits of its territory, which it may require for the establishment of regional or intermunicipal utilities or facilities.

However, in the case of an immoveable, part of an immoveable or any real right set apart for a public use or not susceptible of expropriation according to some general law or special act, the prior authorization of the Lieutenant-Governor in Council shall be required.

The foregoing provisions of this article shall not be regarded as restricting the rights which the Regional Government may otherwise have to acquire, by mutual agreement, immoveables for the same purposes.

122. The Regional Government shall not in any way alienate moveable property the value of which exceeds $500 according to the manager's report, or otherwise alienate immoveable property, except by auction, by public tenders or in any other manner approved by the Québec Municipal Commission.

Subject to the preceding paragraph, the executive committee may sell any moveable or immoveable property the value of which does not exceed $10,000 according to the manager's report.

123. All public works of the Regional Government are performed at its expense and ordered by contract awarded and passed according to the rules set forth in articles 124 to 126.

124. (1) Unless it involves an expenditure of less than $10,000 no contract for the execution of works or the supply of equipment or materials shall be awarded except after a call for public tenders specifying the work to be performed;

(2) The delay for the receipt of tenders shall not be less than fifteen (15) days;

(3) Tenders shall not be called for nor shall the contracts resulting therefrom be awarded except on one or the other of the following bases:

a) for a fixed price;

b) at unit prices;

(4) All tenders must be opened publicly in the presence of at least two witnesses, on the day and at the hour and place mentioned in the call for tenders;
(5) All those who have tendered may be present at the opening of the tenders;
(6) The names of the tenderers and their respective prices must be mentioned aloud at the opening of the tenders;
(7) The Regional Government shall not be obliged to accept either the lowest or any other tender;
(8) The Regional Government shall not, without the previous authorization of the Minister of Municipal Affairs, award the contract to any person except the one who made the lowest tender within the prescribed delay;
(9) The contract shall be awarded by resolution and made in the name of the Regional Government.
125. Subject to the provisions of Article 53, no contract is valid or binding upon the Regional Government unless the ordinance authorizing the work has provided for the appropriation of the moneys required for paying the costs of same.
126. The person to whom such work is awarded must give security to the satisfaction of the council for the due performance thereof and for the payment of all damages, interests and costs.
127. In addition to the other powers which it has under this act, the Regional Government may:
(a) make ordinances for its internal management and the conduct of its affairs;
(b) establish courses and training programmes for its officers and employees;
(c) undertake public information and education programmes; and
(d) carry out such studies as it deems necessary for the exercise of its competence whether such studies deal with the Territory or with any other territory.

Division 2:

Local Administration

128. The Regional Government must make ordinances:
(1) to review the municipal annual returns prepared under article 44 of Schedule 2 of Section 12 of the Agreement;
(2) to make recommendations to fill vacancies in local councils according to article 83 of Schedule 2 of Section 12 of the Agreement;
(3) to decide upon municipal matters whenever the majority of the members of a municipal corporation has a personal interest distinct from the general interest of the other ratepayers;
(4) to provide for the filing of municipal by-laws and other municipal documents transmitted to the Regional Government; and
(5) to establish conciliation services in the event of contested municipal elections, contestation of municipal by-laws and failure or refusal by any municipal corporation to enforce its own by-laws according to articles 76

to 79, 116 and 126 to 128 of Schedule 2 of Section 12 of the Agreement.
129. The Regional Government may, by ordinance, prepare minimum standards:
(1) for the construction of houses and buildings in its territory; such standards may vary in different parts of the territory according to the geography and nature of the regions;
(2) to ensure the sanitary condition of public and private property;
(3) to prevent the pollution of the waters within or adjacent to the municipalities and to provide for the cleansing and purification of municipal waters; and
(4) to regulate the sewerage of the municipalities.

The municipal corporations shall retain their competence in these matters until the Regional Government exercises its competence respecting such matters and to the extent that the Regional Government has refrained from doing so.

Any by-law of any municipal corporation contrary to or inconsistent with any provisions of an ordinance of the Regional Government respecting these matters shall cease forthwith to have effect.

No by-law of a municipal corporation respecting such matters shall validly impose standards which are inferior to those mentioned in the ordinance of the Regional Government.
130. From the coming into force of an ordinance of the Regional Government made under article 129, every by-law of a municipal corporation making, amending or repealing a by-law of such municipal corporation must be submitted to the Regional Government.

The Regional Government shall assure that the by-law so submitted confirms to article 129.
131. The Regional Government may, by ordinance, enter into an agreement with any municipal corporation, with the approbation of the Minister of Municipal Affairs, for the delegation to the Regional Government by the municipal corporation of the exercise and administration of those municipal services that the council of the municipal corporation so determines.

The period of time covered by such ordinance shall be two (2) years and is renewable.
132. The Regional Government may make ordinances to order that it shall have competence in the construction of low-rental dwellings and, from the coming into force of such ordinances, the Regional Government shall be a municipality for the purposes of the Québec Housing Corporation Act.

Division 3:

Transport and Communications

133. The Regional Government may make ordinances to establish and administer:
(1) regional and intermunicipal community radio and television aerials for the needs of those wishing to make use thereof and regulate the installation, maintenance, number and height of television and radio aerials; and
(2) regional and intermunicipal public transportation services and facilities.

134. The Regional Government may make ordinances:
(1) to prescribe a uniform type of highway and passageway signals to be used by all municipalities; and
(2) to determine minimum standards for road and street construction and maintenance.

The municipal corporations shall retain their competence in these matters until the Regional Government exercises its competence respecting such matters and to the extent that the Regional Government has refrained from doing so.

Any by-law of any municipal corporation contrary to or inconsistent with any provisions of an ordinance of the Regional Government respecting these matters shall cease forthwith to have effect.

No by-law of a municipal corporation respecting such matters shall validly impose standards which are inferior to those mentioned in the ordinance of the Regional Government.

Division 4: Justice

135. The rights, powers, privileges and obligations of the Regional Government respecting justice and police are contained in Sections 20 and 21 of the Agreement respectively.

Division 5: Health and Social Services

136. The rights, powers, privileges and obligations of the Regional Government respecting health and social services are contained in Section 15 of the Agreement.

Division 6: Education

137. The rights, powers, privileges and obligations of the Regional Government respecting education are contained in Section 17 of the Agreement.

Division 7: Economic Development

138. The rights, powers, privileges and obligations of the Regional Government respecting economic development are contained in Section 29 of the Agreement.

Division 8: Environment Resources and Land Use Management

139. The rights, powers, privileges and obligations of the Regional Government respecting environment, resources and land use management are contained in Section 23 of the Agreement.

Title VI – Financial Provisions

Chapter I: General Provisions

140. The fiscal year of the Regional Government shall begin on the first of January and end on the thirty-first of December of each year and the

taxes and yearly assessments shall be payable at the dates determined by the council.

141. The Regional Government shall prepare and adopt its budget each year and maintain a balance between the revenues and expenditures provided for therein.

142. The executive committee shall draw up the budget of the Regional Government for the ensuing fiscal year; it shall deposit such budget with the secretary who, not later than the first of July, shall send to each member of the council a copy of such budget, and all the recommendations of the executive committee.

143. Such budget shall be submitted to the council not later than the fifteenth of July at a special meeting called for such purpose. Such meeting shall be adjourned as often as necessary and shall not be closed unless the budget is adopted.

Such budget shall be transmitted to the Minister of Municipal Affairs in the month of August of the year in which it was prepared.

Upon sufficient proof that the council has in fact been unable to adopt or transmit such budget within the prescribed delay, the Minister of Municipal Affairs may grant any additional delay that he may determine for such purpose.

144. During a fiscal year, the Regional Government may adopt any supplementary budget which it deems necessary.

145. Upon adopting its budget or a supplementary budget, the Regional Government may, by ordinance, for the purpose of paying its expenses or part of its expenses, require an aliquot share of such expenses or of part of such expenses to be paid by each municipality in its territory in a manner prescribed by the Minister.

146. The head of each department shall be responsible for the management of the budget of his department, according to the provisions of this act, under the supervision of the executive committee.

147. The executive committee may transfer from one department to another the appropriations attributed to any of them in the budget, upon the recommendation of the heads of such departments and the approval of the council.

148. No ordinance or resolution of the council or report or resolution of the executive committee authorizing or recommending the expenditure of moneys shall have effect without a certificate by the treasurer attesting that there are available funds.

149. The funds appropriated by a budget during a fiscal year for specified works shall remain available during the ensuing fiscal year for the carrying out of such work, whether it has commenced or not.

150. (1) All sums of money not especially appropriated shall form part of the general fund of the Regional Government;

(2) Any subsidy or grant made to the Regional Government and not specially appropriated by the ordinance ordering the works or the expenditures may be paid in whole or in part to the general fund of the Regional Government;

(3) Whenever the Regional Government has collected a sum exceeding the sum required for the purposes for which such sum was raised, the surplus shall belong to the Regional Government and fall into the general fund thereof;
(4) All sums of money forming part of the general fund of the Regional Government may be employed for any purpose within the jurisdiction of the Regional Government.
151. The payment of the expenses of the Regional Government, including payment of interest on and amortization of its loans, shall be guaranteed by its general fund.
152. All fees, licences, fines, revenues, taxes, subsidies and grants accruing or belonging to or received by the Regional Government shall be paid to and received by the treasurer alone or by the officer designated by him for that purpose; and no other officer shall, under any pretext, receive them unless specially authorized by the Council so to do.
153. The Regional Government may make such ordinances as it may deem expedient for the management and administration of its finances, and determine by whom and subject to what formalities payments out of the funds of the Regional Government shall be made.
154. The Regional Government may deposit at interest in a Canadian chartered bank, or invest in the public funds of Canada or Québec, or loan on first hypothec, any moneys belonging to it.
155. The treasurer shall be personally responsible for all moneys which he pays and which, to his knowledge, exceed the amount appropriated for such purpose.
156. The Regional Government shall not be subject to any tax for municipal purposes, but shall pay a compensation for the municipal services and local improvement works from which it benefits directly. Failing agreement on the amount of such compensation, such compensation shall be determined by the Québec Municipal Commission.

Chapter 2:

Loans

157. The Québec Municipal Commission may authorize the Regional Government upon application made to it by a mere resolution of the council, to contract one or more loans upon the conditions and for the period which the Commission determines.

The conditions so determined by the Commission shall govern such loans notwithstanding any contrary or incompatible provisions of a general or special act limiting the amount of loans and determining the period for their reimbursement.

The provisions of this article shall apply to every loan contracted by the Regional Government.

Chapter 3:

Audit of the Finances of the Regional Government
158. (1) The council, at its last general sitting in any year shall appoint for the fiscal year ending on the ensuing thirty-first of December, one or more

auditors for the auditing of the accounts of the Regional Government.
(2) Such auditors may be individuals or members of a partnership and may entrust the work to their employees, but then the responsibility of the auditors shall be the same as if such work had been entirely performed by such latter.
(3) They shall make a report of their examination to the council within sixty (60) days after the expiration of the fiscal year.
(4) A copy of such report, certified by the treasurer, must be sent forthwith by the treasurer to the Minister of Municipal Affairs.
(5) The council may order any other examination it may deem necessary and call for a report.
159. Any surplus or deficit for a fiscal year shall be entered in the revenues or expenses of the budget for the ensuing fiscal year according to the report of the auditors.
160. (1) At any time of the year, if so required in writing by at least five (5) electors of the municipal corporation, the council shall also order a special audit of the audit of the accounts of the Regional Government for one or more of the last five (5) years, provided that no such audit has already been made for the same years under this article.
(2) The costs of such audit shall be payable by the responsible officer of the Regional Government, if he has been guilty of embezzlement or if, having been found short in his accounts, he fails to repay the balance within the delay fixed by the last paragraph; otherwise the costs shall be payable by the persons who demanded the audit, unless the audit is of advantage to the Regional Government.
(3) The demand for an audit under this article must be accompanied by a deposit of one hundred dollars ($100.00), which shall be returned to the petitioners if the costs of the audit are not charged to them.
(4) Any auditor appointed for such purposes may be an individual or a partnership, and may entrust the work to his or its employees, but then the responsibility of such auditor shall be the same as if such work had been entirely performed by the auditor himself.
(5) Within thirty (30) days after the service upon him of a copy of the report of the audit, the defaulting officer of the Regional Government must pay the amount of the balance which he has been found to owe, as well as the costs of the audit.
161. All actions or claims against the treasurer resulting from his administration are prescribed by five (5) years from the date on which the shortage of his account is reported by the auditor to the council.
162. The provisions of this chapter shall nowise affect the recourse of the Regional Government under the security given by the treasurer.

Title VII – Proceedings Against the Regional Government
163. When any suit or action is commenced against the Regional Government, service therein shall be made upon the secretary or any other designated officer of the Regional Government at his office or domicile.
164. Any provisions of law to the contrary notwithstanding, no judgment

rendered against the Regional Government for a pecuniary condemnation only shall be executory before the expiration of thirty (30) days of the date thereof.
165. Whenever a copy of a judgment condemning the Regional Government to pay a sum of money has been served at the office of the Regional Government, the treasurer shall forthwith, upon being authorized by the executive committee pay the amount thereof out of the funds at his disposal.
166. The court which rendered the judgment may, on motion, grant to the Regional Government any delay which it deems necessary to levy the moneys required.

Title VIII: General Provisions
167. The amounts or percentages mentioned in Articles 53, 96(1), 122 and 160(3) may be increased and those mentioned in article 124(1) may be reduced by proclamation of the Lieutenant-Governor in Council.
168. The Regional Government shall be a municipality within the meaning of the Municipal Affairs Department Act (Revised Statutes, 1964, chapter 169), the Municipal Commission Act (Revised Statutes, 1964, chapter 170), the Municipal Bribery and Corruption Act (Revised Statutes, 1964, chapter 173), the Municipal Aid Prohibition Act (Revised Statutes, 1964, chapter 176), the Public Health Act (Revised Statutes, 1964, chapter 161), the Water Board Act (Revised Statutes, 1964, chapter 183), the Municipal School Debt and Loan Act (Revised Statutes, 1964, Chapter 171) and a municipal corporation within the meaning of the Labor Code, and the said acts shall apply, mutatis mutandis, to the Regional Government.
169. The laws of Québec shall apply to the Regional Government insofar as they are applicable and not derogated from by the provisions of this Schedule.
170. This act shall come into force on a date to be fixed by proclamation of the Lieutenant-Governor in Council.

14.0.1 Except if elsewhere expressly provided herein, the laws of general application respecting health services and social services shall apply to the Crees in the Territory.

14.0.2 Québec shall establish forthwith upon the execution of the Agreement, and in accordance with the provisions of this Section, a Cree Regional Board of Health Services and Social Services, in order to exercise the powers and functions of a Regional Council within the meaning of the Act respecting Health Services and Social Services (L.Q. 1971, c. 48).

14.0.3 The said Cree Regional Board shall be responsible for the administration of appropriate health services and social services for all persons normally resident or temporarily present in the Region described in paragraph 14.0.5, in conformity with the said law.

14.0.4 The said Cree Regional Board shall also take over and exercise the powers and functions of the existing establishment at Fort George, as well as other establishments hereafter created. The said Board shall also be vested with the ownership of all the assets of the said establishment at Fort George. The Cree Regional Board, in the case of the creation of a new establishment, shall regulate and supervise the election of the members of the boards of directors of such establishments, if it determines that such establishments shall have a board of directors distinct from that of the Cree Regional Board.

14.0.5 The Cree Regional Board shall have jurisdiction over that portion of the Territory comprising Categories IA and IB lands allocated for the James Bay Crees, including the Crees of Great Whale River, as well as Category II lands contemplated in Section 5 of the Agreement, and which region shall be designated as Region 10B. The jurisdiction in respect to Category II shall not preclude the jurisdiction of any other board established from time to time by Québec.

14.0.6 Notwithstanding paragraph 14.0.2 the Cree Regional Board shall not supervise its own elections, shall not assess its own performance and shall not exercise the functions specified in Section 16(c) of the said Act, which powers shall be exercised by the Minister of Social Affairs.

14.0.7 In supervising or conducting elections of community representatives to the said Board, the Minister of Social Affairs shall not consider or declare an election to be irregular or invalid due to lack of formalities having been followed providing the Minister is satisfied that the election was carried out in accordance with the customs and procedures of the Native people of said communities and that such customs and procedures did not deprive any qualified individual of the right to vote or of the right to hold office.

14.0.8 In the event that the Minister declares an election of a community representative to be irregular and invalid pursuant to paragraph 14.0.6 the chief

of such community shall be the Cree representative for such community on the said Board until another representative from such community has been validly elected.

14.0.9 The existing establishment situated at Fort George shall be part of and shall fall under the authority of the said Cree Regional Board and shall be created as a public establishment of the four classes mentioned in Section 39 of the said Act; by the issue of letters patent or supplementary letters patent, as the case may be, forthwith upon the execution of the Agreement, in accordance with the provisions of the said Act.

14.0.10 All persons normally resident or temporarily present in the said Region 10B shall be entitled to the services included within the jurisdiction and powers of the said Cree Regional Board.

14.0.11 The Cree Regional Board should be composed of:

a) one (1) Cree representative from and elected for three (3) years by each of the distinct Cree communities (as defined in Section 3) in the said Region existing or hereafter created by or pursuant to the Agreement, ordinarily served by or through the Cree Regional Board;

b) One (1) Cree representative appointed for three (3) years by the Cree Regional Authority or its successor;

c) three (3) representatives elected for three (3) years, from among and by those persons who are considered to be members of the clinical staff of an establishment in the said Region within the meaning of the said Act providing that no more than one (1) member of any one professional corporation may serve on the board at any time;

d) one (1) representative elected for three (3) years, from among and by those persons who are members of the non-clinical staff of any establishment in the said Region;

e) the director of the community health department of a hospital centre, forming part of the Cree Regional Board or of a hospital centre with which the Cree Regional Board has a service contract or his nominee or the professional director or his nominee. The Cree Regional Authority shall appoint such person if there is more than one such centre;

f) the general manager of the establishment in the said Region or, if there is more than one such establishment, a person chosen by and from among such general managers.

14.0.12 One-third of the first members elected under sub-paragraphs 14.0.11 a) and 14.0.11 c) shall serve for one (1) year and another one-third of such members shall serve for two (2) years. The members with such terms of

office shall be designated by the drawing of lots at the first meeting of the Cree Regional Board.

14.0.13 The term of office of the members of the Cree Regional Board elected in virtue of sub-paragraphs c) and d) of paragraph 14.0.11, shall not be renewed consecutively more than once.

14.0.14 Notwithstanding the provisions of Section 24 of the said Act, the members of the Cree Regional Board shall be indemnified for loss of income incurred by them, in accordance with the regulations to be established by such Board.

The members may also be indemnified in accordance with the said regulations for their expenses incurred in attending such meetings.

Such regulations shall take into account the prevailing conditions in the said Region, shall be subject to the approval of the Minister of Social Affairs and shall take into consideration the following:

a) Board meetings shall be scheduled, whenever possible, to avoid conflict with the remunerated work of Board members and to take advantage of convenient or inexpensive transport;

b) if, in spite of the foregoing, individual members suffer loss of income, the Board may indemnify such members for such loss, upon application therefor and where:

i) the Board member represents or normally resides in a community other than that in which the meeting is held, and

ii) the Board member is either self-employed or employed under conditions which preclude continuation or remuneration during time absent to attend such meetings, and

iii) loss of remuneration is clear and unequivocal rather than potential.

14.0.15 The members of the Cree Regional Board shall, in a general meeting each year, elect a chairman and vice-chairman of the Board from among their number.

In the case of a tie-vote at a meeting of the members of the Board of Directors, the Chairman of the meeting shall have a casting vote.

14.0.16 The Cree Regional Board shall establish, by by-law, an administrative committee and determine its functions, powers and duties. The administrative committee shall consist of the Chairman of the Board, the general manager of an establishment and four (4) other members of the said Board, at least one (1), but not more than two (2), of whom shall have been elected under paragraphs 14.0.11 c), d), and e).

14.0.17 The Cree Regional Board shall meet at least four (4) times annually. A quorum, for such meetings, shall consist of four (4) representatives elected in accordance with the provisions of paragraph 14.0.11 a) and two (2) other representatives.

14.0.18

a) Those persons who are Cree, in accordance with the criteria established in Section 3, and who are entitled to vote and hold office pursuant to the provisions established in Section 10 for local government in the said Region, as well as the Inuit ordinarily resident in the community of Fort George, who are of the age of majority, shall be entitled to vote for and to hold office in the Cree Regional Board.

b) All non-Cree persons who have been ordinarily resident for the twelve (12) months preceding any election in one of the communities served by the Cree Regional Board, shall be entitled to vote for the members to be elected pursuant to sub-paragraph 14.0.11 a).

c) There shall be no residency requirements in respect to entitlement to vote or to hold office under the provisions of sub-paragraphs 14.0.11 c), d), e) or f).

14.0.19 In implementing the Agreement and in dealing with the Cree Regional Board, Québec should recognize and allow to the maximum extent possible for the unique difficulties of operating facilities and services in the North:

a) in recruiting and retaining staff, generally; working conditions and benefits should be sufficiently attractive to encourage competent personnel from outside the said Region to accept posts for periods of time ranging from three (3) to five (5) years;

b) in providing employment and advancement opportunities for the Native people in the fields of health and social services, and in providing special educational programs to overcome barriers to such employment and advancement;

c) in budgeting for the development and operating of health and social services and facilities to compensate for the disproportionate impact of northern costs, including transportation, construction and fuel costs.

14.0.20 Future health and social programs and services should be applied to the maximum extent possible through the Cree Regional Board.

14.0.21 A Cree band may continue to apply for, receive and administer funds from such direct grant programs as may be agreed upon by the Cree Regional Board and such band.

14.0.22 The budget from Québec to the Cree Regional Board shall include funding for the support of health services, which are not included in Provincial programs for the general population, but which are provided to the Native people by the Department of National Health and Welfare or other agencies.

14.0.23 The basis for determining the amounts of the budget support in paragraph 14.0.22 should be the actual expenditures for health and social services for the fiscal year 1974-75 provided by Canada and Québec to the extent of responsibilities assumed by Québec under this Section and Schedule I thereof. Funding will be modified on the basis of changes in the Cree population, the cost of the specific services included and the evolution of provincial programs for the general population.

14.0.24 The expenses of the Cree Regional Board shall be paid in accordance with the provisions of Sections 132 and 136 of the said Act, taking into account the provisions of this Section.

14.0.25 In respect to the implementation of this Section, it is the intention of the parties that all health services in the said Region and social services in the said Region shall ultimately fall under the Cree Regional Board and that the assumption of such responsibility should be achieved in an orderly and deliberate manner. The initial steps towards assuming such responsibility are set out in Schedule 1 of this Section.

14.0.26 Until such time as the Crees have accepted full provincial funding for all health services to the Crees, in accordance with Schedule 1 of this Section, the latter reserve their option in respect to the provisions of such services by Canada.

14.0.27 Health centres, nursing stations and health stations at various locations, in accordance with the attached Schedule 2, belonging to the Department of National Health and Welfare and all material and other assets located in such buildings as part of the regular equipment shall be turned over to Québec by reciprocal Orders in Council. The time schedule for turning over the federal health facilities shall coincide with the assumption of full responsibility for administration of health services by Cree Regional Board at which time the said assets shall be transferred to the said Board by Québec at no cost of it.

14.0.28 Québec shall take all measures necessary in order to implement this Section. The legislation recommended to give effect to the foregoing shall apply notwithstanding the provisions of Section 2 of the Health Services and Social Services Act. Québec undertakes that any future amendments to laws respecting health services and social services which are recommended to the legislator shall not derogate without just cause from the rights of the Crees to the following:

a) the existence of a separate Board for the administration of health services and social services within Category IA and IB lands and for the Crees within Category II lands;

b) to uniquely Cree representation from Cree communities in the Territory;

c) the option for creating a Regional Council and separate Boards for each establishment in said Region 10B;

d) financial support for services which at least maintain existing scope, range, extent and conditions;

e) administration of future health and social services programs to the fullest extent possible through the Cree Regional Board.

14.0.29 The provisions of this Section can only be amended with the consent of Canada and the interested Native party, in matters of federal jurisdiction, and with the consent of Québec and the interested Native party, in matters of provincial jurisdiction.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec in matters of provincial jurisdiction, and by Parliament in matters of federal jurisdiction.

The existing Federal and Provincial services shall remain intact during the period of time proceeding the creation of the Cree Regional Board and shall be modified thereafter only by definitive action by the Board either through contract or acceptance of Province funding. Initially, the Board should assume responsibility for all services to the Fort George population by no later than March 31, 1977, and thereafter in accordance with the ability of the Board to assume further responsibilities and subject to acceptance of this by the other Cree communities, but in any event not later than March 31, 1981.

Section 14 (Cree) Schedule II

Land Information Sheet
Real Property Holdings

Plot No.	Owner of Land	Department Operating the Facility	Legal Description (or Other Identification)	Nature of Interest	Nature of Installations and Purpose for Which Land is Held or Used	Comments (Including Location)
35	Province of Québec	National Health and Welfare	50°20'N-78°30'W approximately 0.4 acres at mouth of Eastmain River, East coast of James Bay on Eastmain Reserve	Two bldgs. on Provincial Crown Land	*Eastmain* Health Centre for provision of medical services to Native people	Land occupied since 1963. New health centre built in 1973.
59	Province of Québec	National Health and Welfare	53°50'N-79°W – Lot 400' wide and running from river bank to depth of 125' on rear and 610' in the front	Four bldgs. on Provincial Crown Land	*Fort George* Health Centre for provision of medical services to Native people	East shore of James Bay 4. 104 acres. Constructed in 1942.
24	Province of Québec	National Health and Welfare	50°30'N-74°15'W – Lots 17 and 18 N.T.S. – 32 1/15-0.9 acres South shore of Lake Mistassini	Two bldgs., 1 trailer on Prov. Crown Land	*Mistassini* Health Centre for provision of medical services to Native people	Constructed in 1962.
35	Province of Québec	National Health and Welfare	52°35'N-78°40'W – 105 mi. North of Rupert House	Three bldgs. on Provincial Crown Land	*Paint Hills* Nursing Station for provision of medical services to Native people	On East shore of James Bay on Vieux Comptoir.
33	Province of Québec	National Health and Welfare	51°30'N-80°45'W – Lot 22 East shore James Bay on Indian Settlement	Three bldgs. on Prov. Crown Land	*Rupert House* Nursing Station for provision of medical services to Native people	No legal transfer of site.

15.0.1 The Kativik Health and Social Services Council and the establishments shall be governed, mutatis mutandis, by the provisions of the Act respecting Health Services and Social Services (1971, c.48) and all other laws of general application in the province, save where these laws are inconsistent with this Section, in which event the provisions of this Section shall prevail.

15.0.2 The Regional Government shall be charged with promoting, by all means and measures which it may deem adequate, the advancement and development of public health in Region 10A which shall encompass the territory under the jurisdiction of the Regional Government established pursuant to Section 13 of the Agreement.

15.0.3 There shall be a health and social services council for the said Region 10A under the name of "Kativik Health and Social Services Council".

15.0.4 All rights, powers, privileges and obligations of the Kativik Health and Social Services Council shall be exercised by the council of the Regional Government.

The functions, powers and duties of the administrative committee, general manager and staff of the Kativik Health and Social Services Council shall be exercised by the executive committee, the head of the Health and Social Services Department of the Regional Government and the officers of the Regional Government respectively.

15.0.5 The Council shall regulate and supervise the election of the members of the boards of directors of the establishments contemplated by paragraph 15.0.9 of this Section.

Every regulation made by the Council under this paragraph must deal with the procedure to be followed in such election and provide for a voting period of at least four (4) hours for the members of each of the electoral colleges contemplated by paragraph 15.0.12.

Such regulation must be submitted for the approval of the Lieutenant-Governor in Council; if it receives such approval, it shall come into force on the date of its publication in the Québec Official Gazette. Québec agrees to repeal Order-in-Council 1888-75 of May 7, 1975.

15.0.6 If the Council fails to exercise the functions assigned to it by paragraph 15.0.5 of this Section, such functions shall be exercised by the Minister.

15.0.7 Notwithstanding the provisions of paragraph 2.9 of Schedule 2 of Section 12 and paragraph 2.9 of Schedule 2 of Section 13 of the Agreement, any ordinance passed by the Regional Government under this Section shall apply within the whole territory of the Regional Government and its application shall not be limited to municipalities.

15.0.8 For the purposes of health services and social services, Region 10A initially shall be divided into two sectors: the Hudson Bay Sector and the Ungava Bay Sector.

Every city or town, village, county, mining town and other municipalities customarily receiving health and social services in the Hudson Bay Sector shall be included in the Hudson Bay Sector; the Ungava Bay Sector shall include all city or town, village, county, mining town and other municipalities customarily receiving health and social services in the Ungava Bay Sector.

15.0.9 There initially shall be established by letters patent one establishment for each sector including all of the four (4) following classes:

a) local community service centers;

b) hospital centres;

c) social service centres;

d) reception centres.

A hospital centre for general care shall be encompassed within each of the initially designated establishments in accordance with the implementation schedule set forth in Schedule 1 of this Section.

15.0.10 All persons normally resident or temporarily present in Region 10A shall be entitled to the services included within the jurisdiction and powers of the establishment.

15.0.11 All the powers of the establishment shall be exercised by a board of directors composed in accordance with paragraph 15.0.12.

15.0.12 Each establishment shall be administered by a board consisting of the following members, who shall be members of it upon their election or appointment:

a) one representative from, and elected for three (3) years by, each municipality of the sector;

b) three (3) representatives elected for three (3) years, from among and by those persons who are considered to be members of the clinical staff of an establishment in the said Region within the meaning of the said Act providing that no more than one member of any one professional corporation may serve on the board at any time;

c) one representative elected for three (3) years, from among and by those persons who are members of the non-clinical staff of any establishment in the said Region;

d) the director of the community health department of a hospital centre, or agency forming part of the Kativik Health and Social Services Council or

of a hospital centre with which the Kativik Health and Social Services Council has a service contract or his nominee or the professional director or his nominee. The Kativik Health and Social Services Council shall appoint such person if there is more than one such centre;

e) the head of the Health and Social Services Department of the Regional Government or his nominee;

f) the general manager of the base facility in the sector.

Such representatives shall be elected according to the election proceedings established by the Kativik Health and Social Services Council under paragraph 15.0.5.

If the election of a member is not held, the Kativik Health and Social Services Council shall make the appointment.

15.0.13 The provisions of paragraphs 13 to 15 and 45 to 47 of Schedule 2 of Section 12 of the Agreement shall apply, mutatis mutandis, to the qualification of candidates and electors for the election of the members of the board of directors elected under sub-paragraph a) of paragraph 15.0.12. Persons otherwise eligible to hold office under sub-paragraphs b), c), d), e) and f) of paragraph 15.0.12 shall be exempted from any residency or domicile requirements.

15.0.14 Any vacancy among the members elected in accordance with paragraph 15.0.12 shall be filled by following the mode prescribed for the election of the member to be replaced, only for the unexpired portion of the term of such member.

15.0.15 Notwithstanding the provisions of Section 24 of the Act respecting Health Services and Social Services, the members of the board of directors shall be indemnified in accordance with regulations to be adopted by such board for loss of income suffered by the members as a result of attending meetings. The members may also be indemnified in accordance with the said regulations for their expenses incurred in attending such meetings.

Such regulations shall take into account the prevailing conditions in the said Region, shall be subject to the approval of the Minister of Social Affairs, and shall take into consideration the following:

a) Board meetings shall be scheduled, whenever possible, to avoid conflict with the remunerated work of board members and to take advantage of convenient or inexpensive transport.

b) If in spite of the foregoing, individual members suffer loss of income, the board may indemnify such members for such loss, upon application therefor and where:

i) the board member represents or normally resides in a community other than that in which the meeting is held, and

ii) the board member is either self employed or employed under conditions which preclude continuation of remuneration during time absent to attend such meetings, and

iii) loss of remuneration is clear and unequivocal rather than potential.

15.0.16 The board of directors of every establishment must establish, by by-law, an administrative committee and determine its functions, powers and duties.

15.0.17 The administrative committee shall consist of the chairman of the board of directors, the general manager and three other members of the board of directors of the establishment appointed each year by such board.

15.0.18 Paragraph 15.0.15 shall apply, mutatis mutandis, to members of the administrative committee when attending meetings of such committee.

15.0.19 The budget from the Province of Québec to each establishment shall include funding for the support of health services which are not included in provincial programs for the general population but which are provided to the Native people by the Department of National Health and Welfare or other agencies.

15.0.20 The basis for determining the amounts of the budget support in paragraph 15.0.19 shall be the actual expenditures for health and social services for the fiscal year 1974-75 provided by Canada and Québec to the extent of the responsibilities assumed by Québec under this Section and Schedule I hereof. Funding will be modified on the basis of changes in the population, the cost of the specific services included, and the evolution of provincial programs for the general population.

15.0.21 In implementing the Agreement, Québec should recognize and allow to the maximum extent possible for the unique difficulties of operating facilities and services in the North:

a) in recruiting and retaining staff, generally; working conditions and benefits should be sufficiently attractive to encourage competent personnel from outside Region 10A to accept posts for periods of time ranging from three (3) to five (5) years;

b) in providing employment and advancement opportunities for Native people in the fields of health and social services, and in providing special educational programs to overcome barriers to such employment and advancement;

c) in budgeting for the development and operating of health and social services and facilities so as to compensate for the disproportionate impact of northern costs, including transportation, construction and fuel costs.

15.0.22 Every establishment may make contracts of professional services with any other establishment or body whereby one party binds itself to make services of a professional nature available to the other or by which the parties exchange such services; such a contract shall be valid only from the date on which it is filed with the Kativik Health and Social Services Council.

15.0.23 Every establishment must, at least once a year, hold a public information meeting, in which the population of the sector served by the establishment shall be invited to participate.

The members of the board of directors must there answer the questions put to them respecting the establishment's financial statements, the services it provides and the relations it has with the other establishments and with the Kativik Health and Social Services Council.

The mode of calling such meeting and the procedure to be followed at it shall be determined by the Kativik Health and Social Services Council.

15.0.24 Québec shall take all measures necessary in order to implement this Section. The legislation to be enacted to give effect to the foregoing shall apply notwithstanding the provisions of section 2 of the Act respecting Health Services and Social Services.

15.0.25 Health centers, nursing stations and health stations at various locations, in accordance with the attached Schedule 2, belonging to the Department of National Health and Welfare and all material and other assets located in such buildings as part of the regular equipment shall be turned over to the province of Québec by reciprocal Order-in-Council. The time schedule for turning over the federal health facilities shall coincide with the assumption of full responsibility for administration of health services by the Kativik Health and Social Services Council at which time the said assets shall be transferred by Québec to the said Council at no cost to it.

15.0.26 This Section shall be implemented gradually over a maximum Transition Period of five (5) years, in accordance with the provisions of Schedule 1, beginning upon the execution of the Agreement.

15.0.27 The provisions of this Section can only be amended with the consent of Québec and the interested Native party.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec.

(1) This Section shall preserve and improve the scope, extent, conditions and availability of existing health and social services and related services, but in a way that does not inhibit mutually desirable changes in programs or in their administration; foster progressively the training and education of health and social services personnel from among the Native people; and recognize the unique needs and the problems associated with meeting such needs in northern areas.

(2) Except as indicated below, the existing federal and provincial services shall remain intact during the period of time preceding the creation of the Kativik Health and Social Services Council and shall be modified thereafter only by definitive action by or through the Council, but in any event the existing federal services shall be terminated not later than the last day of the five (5) year Transitional Period mentioned in paragraph 15.0.26.

(3) Forthwith upon the execution of the Agreement, a working group shall be assembled under the auspices of the Ministry of Social Affairs of Québec to review the means by which, and with the intention of expeditiously organizing, a broad range of support services, including but not limited to assistance with transportation and housing, translation, and counselling, might be made available to Inuit travelling to centers in the south or returning to their homes in the north. The working group should include representatives of those agencies currently providing or coordinating such services and two (2) representatives appointed by the Northern Québec Inuit Association.

The working group shall table its recommendations with the Minister of Social Affairs by May 1, 1976. In the interim, Canada and Québec shall maintain existing supportive services to the Inuit.

(4) Agencies of Québec and Canada will immediately undertake to improve health and social services for persons residing in the communities of Aupaluk, Port Burwell, and more urgently, Akulivik. As the need arises health and social services shall expeditiously be considered for the residents of new communities that may be established in the future within Region 10A.

(5) Québec undertakes to expeditiously review health and social services staff, facilities and equipment at Kuudjuak (Fort Chimo) with the intention of upgrading the capabilities of the existing establishment to fulfill the sectoral responsibilities envisaged by this Section, and similarly for the community of Povungnituk, including plans for the earliest feasible construction of a hospital centre for general care.

Section 15 (Inuit) Schedule 2

Land Information Sheet
Real Property Holdings

Plot No.	Owner of Land	Department Operating the Facility	Legal Description (or Other Identification)	Nature of Interest	Nature of Installations and Purpose for Which Land is Held or Used	Comments (Including Location)
152	Province of Québec	National Health and Welfare	60°N – 78°W – Lot 400' × 300' – 575 mi. north of Rupert House – East shore of Hudson Bay	Two bldgs., one trailer on Prov. Crown Land	*Povungnituk* Nursing Station for provision of medical services to Native people	Occupied since 1955 No legal transfer of site
176	Province of Québec	National Health and Welfare	62°12'N – 75°38'W – 365 mi. N.W. of Fort Chimo – South shore of Hudson Strait	Two bldgs., three trailers on Prov. Crown Land	*Sugluk* Nursing Station for provision of medical services for Native people	Occupancy 1962
133	Province of Québec	Ministère des Richesses naturelles	770 mi. north of Québec City 30 mi. south of Ungava Bay	Two bldgs. on loan to Province. Constructed 1961	*Fort Chimo* Nursing Station for provision of medical services to Native people	Installation on temporary transfer to Province P.C. 1969-12/1497, July 29/69
136	Province of Québec	Ministère des Richesses naturelles	58°40'N – 66°W (Port Nouveau-Québec) S.E. shore of Ungava Bay	One bldg. on Prov. Crown Land	*George River* Health Station for provision of medical services to Native people	Installation on temporary transfer to Province P.C. 1969-12/1497, July 29/69

Section 15 (Inuit) Schedule 2

Land Information Sheet

Plot No.	Owner of Land	Department Operating the Facility	Legal Description (or Other Identification)	Nature of Interest	Nature of Installations and Purpose for Which Land is Held or Used	Comments (Including Location)
163	Province of Québec	Ministère des Richesses naturelles	200 mi. N.W. of Fort Chimo; North west shore of Ungava Bay 60°12'N – 65°50'W	One bldg. on Prov. Crown Land Acquired 1962	*Koartak* Health Station for provision of medical services to Native people	Installation on temporary transfer to Province P.C. 1969-12/1497, July 29/69
160	Province of Québec	Ministère des Richesses naturelles	100 mi. N.W. of Fort Chimo, South west shore of Ungava Bay 60°N – 70°06'W	One bldg. on Prov. Crown Land	*Payne Bay* Health Station for provision of medical services to Native people	Installation on temporary transfer to Province P.C. 1969-12/1497, July 29/69
166	Province of Québec	Ministère des Richesses naturelles	60°25'N – 70°25'W – 260 mi. N.W. of Fort Chimo; south shore of Hudson Strait	One bldg. on Prov. Crown Land	*Wakeham Bay* Health Station for provision of medical services to Native people	Installation on temporary transfer to Province P.C. 1969-12/1497, July 29/69
92	Province of Québec	National Health and Welfare	55°20'N – 77°W – Lot 4, 200' × 300' – 1.4 acres; east shore of Hudson Bay at Great Whale River	Three bldgs. one trailer on Prov. Crown Land	*Great Whate River* Nursing Station for provision of medical services of Native people	Constructed in 1962
174	Province of Québec	National Health and Welfare	62°25'N – 77°50'W – north east shore of Hudson Bay	One bldg., two trailers on leased site	*Ivujivik* Health Station for provision of medical services to Native people	Legal agreement being finalized to lease two trailers to Province
123	Province of Québec	National Health and Welfare	58°N – 78°W; Inukjuak (Port Harrison) east shore of Hudson Bay	Two bldgs., one trailer on Prov. Crown Land	*Inukjuak (Port Harrison)* Nursing Station for provision of medical services to Native people	New nursing station constructed in 1971

16.0.1 For the purposes of this Section, the following words and phrases shall mean:

a) "Native person" is a person who qualifies as a Cree in accordance with the criteria for eligibility established in Section 3 of the Agreement.

16.0.2 The Education Act, (1964, R.S.Q., c. 235 as amended) and all other applicable laws of general application in the province shall apply in the areas covered by this Section save where these laws are inconsistent with this Section in which event the provisions of this Section shall prevail.

16.0.3 The Categroy I areas of the Cree communities of Fort George, Paint Hills, Eastmain, Rupert House, Waswanipi, Mistassini, Great Whale River and Nemaska listed in the Agreement shall be constituted as a single school municipality.

16.0.4 A Cree School Board, which shall be a school board under the Education Act, shall be established forthwith upon the execution of the Agreement and shall exercise powers and functions in the said school municipality and for the persons described in paragraph 16.0.6.

16.0.5 Every child shall be entitled to receive moral and religious instruction in accordance with a program approved by a clergyman or priest serving the community and by the Protestant or by the Catholic Committee of he Superior Council of Education. Any child, upon request of his parents for reasons of conscience, shall be exempted from such moral or religious instruction.

16.0.6 To the exclusion of all other school boards, the Cree School Board shall have jurisdiction and responsibility for elementary and secondary education and adult education:

a) Within the territorial limits of the municipality contemplated by paragraph 16.0.3, in respect to all persons who qualify as Crees in accordance with the criteria for eligibility established in Section 3 of the Agreement, as well as in respect to all persons who do not so qualify and who are ordinarily residing therein or who are ordinarily residing within Category III lands surrounded by Category I lands except for the Inuit of Great Whale;

b) in Category II, in respect to all persons who qualify as Crees in accordance with the criteria for eligibility established in Section 3 of the Agreement.

16.0.7 The Cree School Board shall not bave jurisdiction over non-Native settlements in Category II lands.

16.0.8 Subject to the laws covering such powers and duties, the Cree School Board will have all the powers and duties given to a school board including the powers:

a) to make agreements for educational purposes with any person, group, community, institution or corporation;

b) to make agreements with other school boards in the province in virtue of which such school boards would allow some of their teaching personnel a leave of absence for the purpose of working for the Cree School Board and guaranteeing the re-employment of such personnel at the expiration of their contract with the Cree School Board;

c) to determine the use of standardized tests.

16.0.9 The Cree School Board shall also have the following special powers, subject only to annual budgetary approval:

a) to make agreements with Canada for education and training programs not provided by Québec, in accordance with the laws and regulations relating to such agreements;

b) to determine, in conjunction with the Québec Department of Education, the school year and school calendar limited only by the total number of days per year required by law and regulations;

c) to make agreements for post-secondary education for the persons specified in paragraph 16.0.6;

d) to acquire, build and maintain residential facilities for its teachers;

e) to determine, in conjunction with the Québec Department of Education, the number of Native persons and non-Native persons required as teachers in each of its schools;

f) to arrange, with the Québec Department of Education, for the hiring of Native persons as teachers notwithstanding that such persons might not qualify as teachers in accordance with the standard qualifications prevailing in the other areas of the province;

g) to select courses, textbooks and teaching materials appropriate for the Native people and to arrange for their experimental use, evaluation and eventual approval;

h) to develop courses, textbooks and materials designed to preserve and transmit the language and culture of the Native people;

i) to make agreements with universities, colleges, institutions or individuals for the development of the courses, textbooks and materials for the programs and services that it offers;

j) to give instruction and guidance to its teachers in the methods of teaching its courses and in the use of the textbooks and teaching materials used for such courses;

k) to establish courses and training programs to qualify Native persons as teachers;

l) to establish courses and training programs for non-Native persons who will teach in its schools;

m) to make agreements with universities, colleges, institutions or individuals to provide training for the Cree School Board's teachers and prospective teachers.

16.0.10 The teaching languages shall be Cree and with respect to the other languages in accordance with the present practice in the Cree communities in the Territory. The Cree School Board will pursue as an objective the use of French as a language of instruction so that pupils graduating from its schools will, in the future, be capable of continuing their studies in a French school, college or university elsewhere in Québec, if they so desire.

After consultation with the parents' committee, and having regard to the requirements of subsequent education, the commissioners shall determine the rate of introduction of French and English as teaching languages.

16.0.11 The by-laws of the Cree School Board which require the approval of the Minister, in virtue of the Education Act, shall come into force forty (40) days after a copy of such by-laws has been transmitted to the Minister unless within that period the Minister disallows in writing any such by-law.

16.0.12 Notwithstanding the provisions of the Education Act concerning school commissioners:

a) The Cree School Board will be composed of one (1) school commissioner appointed by or elected from each of the eight (8) Cree communities listed in paragraph 16.0.3 of this Section and of one (1) commissioner designated by the Cree "Native party" from among its members;

b) the Cree School Board shall determine the date when elections of such school commissioners shall take place;

c) The qualifications for being eligible to vote for and to hold office as a school commissioner shall be:

1) membership in a Cree community;

2) to be of the age of majority;

3) not to be affected by legal incapacity.

However non-Natives who are entitled to the services from the Cree School Board and who meet the qualifications specified in the Education Act for electors shall be entitled to vote for school commissioners.

d) such school commissioners shall be elected or designated, as the case may be, for a term of three (3) years. Three (3) of the first commissioners elected shall serve for one (1) year and three (3) of the first commissioners elected shall serve for two (2) years with the first commissioners having such abbreviated terms of office being designated by the drawing of lots at the first meeting of the Cree School Board;

e) if during his term of office the school commissioner designated by the Grand Council of the Crees (of Québec) or its successor loses his office as a member of the Grand Council of the Crees (of Québec), the Grand Council will appoint another commissioner for the remainder of the term of such disqualified commissioner.

16.0.13 The commissioners of the Cree School Board shall be entitled to receive the representation allowances provided pursuant to section 205 of the Education Act, and shall be reimbursed by the Board for all expenses actually incurred for travel, lodging and meals when attending official meetings of the Board in accordance with the regulations that the Board shall adopt for such purpose.

16.0.14 School buildings, facilities, residences and equipment of Québec and Canada shall be transferred or leased, at nominal cost, to the Cree School Board for their use by it. The means and procedures for such transfer or lease shall be arranged by agreement between the Cree School Board and the said governments and will include the right to modify the said buildings, facilities, residences and equipment as may be necessary to fulfill the educational purposes of the Board.

16.0.15 The Cree School Board shall not be the proprietor of any lands. The Board will be allocated building sites within Category I which are required for its educational purposes by means of agreements to be entereed into between the Board and the local governments. Such agreements shall be for a nominal monetary consideration, by long term lease or other similar contract, to enable the said Board to receive the transfers or leases to it of the buildings, facilities, residences and equipment specified in paragraph 16.0.14, and to enable the said Board to construct any buildings that it may require for its purposes. Any allocation made pursuant to this paragraph shall not be construed to exclude such allocated land from Category 1.

16.0.16 The Cree School Board shall establish elementary and high school committees which shall be consultative and which shall have the functions delegated to them by the said Board. Nevertheless the Cree School Board must consult their committees with respect to the following:

a) selection of teacher(s) and principal(s);

b) school calendar and year;

c) changes in curriculum.

16.0.17 There will be one (1) elementary school committee for each community in which there is at least one (1) such school and one (1) high school committee for each community in which there is at least one (1) high school.

16.0.18 Each school committee shall be composed of from five (5) to eleven (11) members, including one (1) member of the band council or one (1) person appointed by the band council of the community in which the school is located. The number of parents on the school committee shall be fixed annually by a general assembly of the parents of the students attending the schools concerned, providing one (1) parent representative from each school concerned is elected to the committee, and providing, if there are six (6) or more students attending the school who normally reside in a community other than that in which the school is situated, at least one (1) parent representative of such students be elected to the committee.

16.0.19 The terms and conditions of the establishment, operating and financing of the school committees shall be determined by the said Board.

16.0.20 The Cree School Board shall have the right to hire a community education administrator for a community pursuant to a recommendation from the elementrary school or high school committee in such community.

16.0.21 The Cree School Board shall reimburse members of the school committees for their expenses for travel, lodging and meals incurred when attending official meetings of their school committee held outside the community in which they reside in accordance with regulations that the Board shall adopt for such purpose.

16.0.22 Programs and funding by Québec and Canada, and the obligations of such governments in favour of the James Bay Crees, shall continue, subject to the Agreement. As a result thereof there shall be no decrease in the quality and quantity of educational services presently available to Native persons for their education and the operational and capital funding necessary to ensure services will be provided by Québec and Canada.

16.0.23 The funding by Québec and Canada referred to in paragraph 16.0.22 shall be provided to the Cree School Board in accordance with a formula to be determined by the Québec Department of Education, the Department of Indian Affairs and Northern Development and the Crees.

16.0.24 Québec and Canada shall jointly ensure the continuation of existing educational services and programs presently available to the Native people, including:

a) allowances to students in accordance with established regulations;

b) students "room and board" allowances;

c) maintenance of foster homes for students;

d) living, tuition and transportation allowances for post-secondary students.

16.0.25 The services and programs referred to in paragraph 16.0.24 may be provided through agreements to be entered into between Québec and Canada and the Cree School Board acting in accordance with the needs of the communities involved.

16.0.26 The Cree School Board will not be obliged to levy school taxes.

16.0.27 The budget of the Cree School Board shall take into account the unique characteristics of the Cree School Board's geographical location and of its student population. It shall provide for items such as the following:

a) the cost of the construction, maintenance and replacement of buildings, facilities and equipment;

b) increases in the student population and the need for adequate teaching facilities;

c) the cost of transportation of students and teaching staff including transportation for students to and from schools in other parts of the province;

d) the development of a special curriculum provided for in paragraph 16.0.9;

e) the maintenance of hostels and residences for its students attending schools outside their community;

f) the establishment and maintenance of kindergarten school programs and facilities;

g) the operation of physical education and sports programs;

h) the provision of adult education programs;

i) the payment of northern allowances where applicable;

j) the provision of working conditions and benefits to attract competent teaching personnel and to encourage such personnel to remain in their

position for extended periods of time, taking into consideration the conditions and benefits offered in surrounding areas.

16.0.28 Based on annual budgets, providing for operating and capital costs, approved by Québec and Canada, each of the said governments shall contribute to the approved budget of the Cree School Board on the following basis:

Québec: 25%

Canada: 75%

This provision shall take effect two (2) years after the execution of the Agreement.

Commencing in 1982 and every five (5) years thereafter, the percentage contribution of Québec and Canada shall be reviewed taking into account changes in the ratio of Native students to non-Native students under the jurisdiction of, and receiving services from, the Cree School Board.

16.0.29 The provisions of this Section shall come into full effect at the beginning of the school year 1978-1979.

16.0.30 During the first year, (1976-1977, transition period) in accordance with the provisions of this Section, the following will be done:

a) the members of the Cree School Board will be elected and designated, as the case may be; a director-general of the Board will be appointed, and the elementary and high school committees will be established;

b) the School Board of New Québec and the Department of Indian Affairs and Northern Development will continue to operate their existing schools;

c) the Cree School Board will plan its operations for the second year of the transition period and, with the assistance of the School Board of New Québec and the Department of Indian Affairs and Northern Development, it will draw up an operating budget and the capital assets budget for the second year of the transition period;

d) the Cree School Board will arrange the engage teachers as of the time when its schools shall commence to operate.

16.0.31 During the second year, (1977-1978, transition period), in accordance with the provisions of this Section, the following will be done:

a) a tri-partite committee shall be established, composed of the administrator of the School Board of New Québec, a member of the Department of Indian Affairs and Northern Development, and a member of the Cree School Board for the purpose of the financial administration of the schools

under the jurisdiction of the Cree School Board and for the purpose of the construction of, or major repairs to, buildings required;

b) subject to all of its resolutions being approved by the said tri-partite committee, the Cree School Board shall administer the schools in Categories I and II lands falling under its jurisdiction.

Commencing with the year 1978-1979 all teachers and principals of the School Board of New Québec and of the Department of Indian Affairs and Northern Development assigned to schools in the school municipality shall become employees of the Cree School Board. The School Board of New Québec and the Department of Indian Affairs and Northern Development shall withdraw from the operation of schools in the school municipality.

16.0.32 The schedules during the transition periods provided for in paragraphs 16.0.30 and 16.0.31 may be revised by agreement among Québec, Canada and the Cree School Board.

16.0.33 The provisions of the Education Act respecting elections, school taxes and valuation of property, and school and parents' committees shall not apply to the Cree School Board.

16.0.34 Notwithstanding section 300 of the Education Act, the publication of public notices for school purposes may be made in accordance with by-laws that the Cree School Board shall adopt for such purposes and submit to the Minister of Education for approval.

16.0.35 The parties undertake to negotiate a modification of the provisions of law respecting compulsory school attendance.

16.0.36 In all of the Category I lands of the communities set forth in paragraph 16.0.3 of this Section, Québec and Canada shall take all measures necessary to implement this Section.

16.0.37 The Cree School Board shall, in consultation with the Minister of Education, negotiate the working conditions of its employees, except basic salary, basic marginal benefits and basic work loads which are negotiated at the provincial level.

16.0.38 The provisions of this Section can only be amended wit the consent of Québec and the interested Native party, save for the provisions of paragraphs 16.0.14, 16.0.22, 16.0.23, 16.0.24, 16.0.28, 16.0.30b, 16.0.31, 16.-0.32 and 16.0.36 which in addition shall require the consent of Canada.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec.

17.0.1 There shall be one school municipality for the whole territory north of the 55th parallel under the control of a school board called the Kativik School Board.

Notwithstanding the foregoing, (a) any future municipality, not contemplated by the provisions of the Agreement, may be constituted as a separate school municipality, after prior consultation between the Department of Education and the Kativik School Board; (b) the Cree population of the community of Great Whale River shall be under the jurisdiction of the Cree School Board; and (c) the Inuit population of the community of Fort George shall have the option to be under the jurisdiction of the Kativik School Board.

17.0.2 The Kativik School Board shall be governed by the provisions of the Education Act (1964, R.S.Q., c.235, as amended) and all other applicable laws of general application in the Province, save where these laws are inconsistent with this Section, in which event the provisions of this Section shall prevail.

17.0.3 The Kativik School Board shall have jurisdiction and responsibility for elementary and secondary education and adult education.

17.0.4 The Kativik School Board shall be represented and its affairs administered by its council. Such council shall be known by the name of: "The Council of the Kativik School Board."

17.0.5 Ordinances, resolutions and other enactments of the Kativik School Board must be passed by the Council in session.

17.0.6 Each municipality, whether erected under Schedule 2 of Section 12 of the Agreement or any general law or special act, shall be represented by one commissioner to the Kativik School Board. In addition, the council of the Regional Government shall delegate by resolution one regional councillor to represent it to the Kativik School Board.

17.0.7 The Council of the Kativik School Board shall determine annually by ordinance the time, place, frequency and procedure respecting its meetings.

17.0.8 Each member of the Council shall have one vote and one additional vote if he represents more than 500 inhabitants and two additional votes if he represents more than 5,000 inhabitants according to the last official census.

17.0.9 If there are no longer any commissioners or if there is no longer a sufficient number of them to constitute a quorum, the powers of the Kativik School Board shall be exercised by the Minister who may, after prior consultation with the Regional Government, delegate them to an administrator appointed by him, until the Kativik School Board is re-organized.

17.0.10 There shall be an executive committee responsible for the management of the affairs of the Kativik School Board. It shall see that the law, the ordinances, the resolutions and decisions of the Council and contracts are complied with and carried out.

Such executive committee shall consist of five (5) members appointed as follows, including a president and a vice-president designated as such by the council:

a) four (4) members shall be appointed annually by resolution of the Council from among the commissioners; and

b) the fifth member shall be ex officio the regional councillor delegated by the council of the Regional Government under paragraph 17.0.6.

17.0.11 The president and vice-president of the executive committee shall ex officio discharge the duties of president and vice-president of the Council.

17.0.12 The executive committee, with the approval of the Council, may make a resolution respecting its government and its internal management.

17.0.13 Three (3) members shall constitute a quorum of the executive committee. Each member of the executive committee shall have one vote.

17.0.14 The executive committee shall direct the affairs and activities of the Kativik School Board and shall see that its ordinances and decisions are faithfully and impartially observed and carried out.

17.0.15 During the first five (5) years following the first election of the commissioners, and afterwards if deemed necessary after prior consultation between the Minister and the Kativik School Board, the president of the executive committee must devote all his time to the service of the Kativik School Board, and shall not have any other remunerative employment or occupation or hold any other public office, except as member of the parents, committee of the municipality which he represents or as regional councillor. The president of the executive committee shall be entitled to the remuneration fixed by the Lieutenant-Governor in Council.

17.0.16 Every physical person of full age and Canadian citizenship who is not legally disqualified may be nominated, elected or appointed a commissioner of the Kativik School Board representing the municipality wherein he resides if he has been domiciled or ordinarily resident in the school municipality for at least thirty-six (36) months. In the case of a newly erected municipality, the Minister of Education may, for the first thirty-six (36) months following the date of erection, change the said requirements with respect to domicile and residency.

17.0.17 The following persons shall not be nominated for, elected or appointed a commissioner:

a) persons mentioned in paragraphs (3), (4) and (5) of section 123 of the Cities and Towns Act;

b) any person who has, directly or indirectly, by himself or his partner, any contract with the Kativik School Board unless the description of all such contracts has been publicly posted in the office of the Kativik School Board and of the municipality at the time of his nomination, election or appointment and remains so posted, with all additions or deletions, if any, at all times during his tenure of office. This paragraph does not apply in the case of the consort of a teacher.
Nevertheless, a shareholder in any incorporated company which has any contract or agreement with the Kativik School Board or which receives any grant or subsidy therefrom shall not be disqualified from acting as a commissioner; but he shall be deemed to be interested if any discussion should arise before the Council or a committee with reference to any measure relating to such company, save when such company is the Inuit Development Corporation or one of the local Inuit community corporations to be formed or one of their subsidiaries, in which case he shall only be deemed to be interested if he is an officer or director of such corporation;

c) any person convicted of an act punishable under a law of the Parliament of Canada or of the National Assembly of Québec by imprisonment for one year or more. Such disqualification shall continue for three (3) years after the term of imprisonment fixed by the sentence and, if only a fine was imposed or the sentence is suspended, for three (3) years from the date of such condemnation;

d) any person convicted of an indictable offence punishable by imprisonment for five (5) years or more after having previously been convicted of two (2) indictable offences so punishable; such disqualification shall continue for ten (10) years after the term of imprisonment fixed by the sentence and, if only a fine is imposed or the sentence is suspended, for ten (10) years from the date of the conviction;

e) (i) any persons who are responsible for moneys belonging to the Kativik School Board, or (ii) who are sureties for any employee of the Council or (iii) who receive any pecuniary allowance or other consideration from the Kativik School Board for their services, otherwise than under a legislative provision, save, in the case of (iii), when a description of the pecuniary allowance or other consideration has been publicly posted in the office of the Kativik School Board and of the municipality at the time of his nomination, election or appointment and remains so posted, with all additions or deletions, if any, at all times during his tenure of office.

17.0.18 No person may act as commissioner nor hold any other office in the Kativik School Board unless he is eligible and possesses at all times the qualifications required by law.

17.0.19 Every person, commercial partnership or association entered on the electoral list in force and used at the poll and, in the case of a physical person, not affected during the preparation of the electoral list and at the time of voting by any disqualification contemplated by law, shall be entitled to vote at an election.

17.0.20

a) Every physical person of full age and Canadian citizenship shall be entitled to be entered on the electoral list if he has been domiciled or ordinarily resident in the municipality for at least twelve (12) months before the date of the election.

b) Corporations, commercial partnerships and associations shall also be entered on the electoral list if they have had their head office or principal place of business in the municipality for at least twelve (12) months before the date of the election.
They shall vote through a representative authorized for that purpose by a resolution of the board of directors, a copy whereof shall be filed at the office of the municipal corporation within thirty (30) days from the date of publication of the election notice.

17.0.21 In the case of a newly erected municipality, the Minister of Education may, for the first twelve (12) months following the date of erection, change the delays mentioned in paragraph 17.0.20.

17.0.22 The general election for commissioners shall be held every two (2) years on the first Wednesday of September.
In the case of a newly erected municipality, the first general election shall be held on the tenth Wednesday following the erection of such minicipality.

17.0.23 The secretary-treasurer of the municipality shall be the presiding-officer for any election held under this Section. The presiding-officer may appoint a deputy presiding-officer and as many election clerks as he deems fit to assist the presiding-officer in discharging his duties.
In the case of the first general election, the duties and obligations of the presiding-officer shall be discharged by a person appointed by the majority of the inhabitants in each municipality in the manner approved by the Minister responsible.

17.0.24 The presiding-officer shall prepare the list of electors in the municipality between the first of July and the following first of August, and shall, on the first of August, deposit the electoral list in the office of the municipal corporation for public reference.
During the period extending from the first to the fifteenth of August, the electoral list shall be revised by a board of revision composed of the presiding-officer and two (2) persons entitled to be entered on the electoral list and appointed by him.

17.0.25 Any person, commercial partnership or association who believes that his name or that of any other person has been omitted from the list or wrongfully entered thereon may file in the office of the municipal corporation, between the first and the fifteenth of August, application in writing to have the name entered or struck off, as the case may be.

17.0.26 The board of revision shall consider the written application, hear the parties concerned and, if it deems necessary, take their evidence on oath.

The board of revision, by its final decision on each application, may confirm or revise the list. Every insertion in, erasure from or correction of the list shall be authenticated by the initials of the presiding-officer.

The electoral list shall come into force as soon as it has been prepared and revised in accordance with this Section and shall be kept among the archives of the municipal corporation.

17.0.27 No informality in the preparation, completion, revision or putting into force of the list shall invalidate the same unless an actual injustice results therefrom.

17.0.28 On the first of July of the year in which the election is held, the presiding-officer shall, by public notice, publish:

a) the place, day and hour fixed for the nomination of candidates;

b) the day of the opening of the polls for taking the votes of the electors in case a poll is held; and

c) the appointment of the deputy presiding-officer and of the election clerks.

The election period shall begin on the day of publication of the notice of the election and end, for each candidate for any office, on the day on which the presiding-officer declares the candidate for such office elected.

17.0.29 The nomination of candidates for election shall be held on the last Wednesday of August between the hours of one (1) and five (5) o'clock in the afternoon.

17.0.30 Five (5) electors qualified to vote and whose names are entered on the electoral list in force in the municipality may nominate a candidate for the office of commissioner.

17.0.31 With each nomination paper there shall be filed a declaration by the candidate that he is a Canadian citizen and duly qualified, accompanied by the consent in writing of the person therein nominated.

17.0.32 If at the expiration of the delay fixed for the nomination of candidates for the office of commissioner only one candidate has been nominated, such

candidate shall ipso facto be elected and the presiding-officer forthwith proclaim such candidate elected.

When several persons are nominated for the office of commissioner, the presiding-officer shall announce that a poll will be held.

17.0.33 Any candidate nominated may withdraw at any time before the closing of the poll by filing with the presiding-officer a declaration to that effect; and any votes cast for the candidate who has so withdrawn shall be null and void; and if after the withdrawal there remained but one candidate for the office of commissioner, the presiding-officer shall return as duly elected the candidate so remaining.

17.0.34

a) If at the expiration of the delay prescribed for the nomination of candidates no person has been nominated or if all the persons nominated have withdrawn before the close of the poll, the presiding-officer shall immediately send notice thereof to the Regional Government which shall forthwith transmit its recommendation to the Minister of Education for the nomination of a commissioner.

b) If the nomination of candidates could not be held because the electoral list was not put in force in time, the presiding-officer shall immediately recommence the election proceedings to fill the office and give for such purposes the notice prescribed by paragraph 17.0.28. In such case the presiding-officer must see that the election proceedings already commenced are continued if they were validly made.

17.0.35 When a poll is necessary, the presiding-officer shall give a public notice thereof, establish a polling station and cause the necessary number of ballot boxes to be made. The ballot paper shall be a paper on which the names of the candidates, together with their syllabic transcription, are alphabetically arranged.

17.0.36 The poll shall be opened at the hour of nine (9) o'clock in the forenoon and kept opened until six (6) o'clock in the afternoon the same day. The Kativik School Board may, by resolution, fix a later hour than six (6) o'clock in the afternoon, but not later than eight (8) o'clock on the same day, for the closing of the poll.

17.0.37 In addition to the presiding-officer, the only persons who shall be permitted, during the time that the polling station is open, to remain in the room where the votes are given, shall be: the election officers, the candidates and not more than two (2) duly appointed agents or representatives of the candidates.

17.0.38 An elector shall vote by secret ballot only once for the election of the commissioner.

17.0.39 The presiding-officer, upon the application of any voter who is unable to read or is incapacitated by any physical cause from voting in the manner prescribed, shall assist such elector by marking his ballot paper in the manner directed by such elector in the presence of the candidates or their agents or representatives.

17.0.40 The presiding-officer shall enter in the poll book opposite the name of each elector voting the word "voted" as soon as his ballot paper has been deposited in the ballot box.

17.0.41 Every employer on polling day must allow each elector in his employ at least (4) hours to vote beside the time usually allowed for the midday meal and shall make no deduction from the salary of such elector.

17.0.42 At six (6) o'clock in the afternoon, or at the hour determined by the Kativik School Board under paragraph 17.0.36, the poll and the voting shall be closed and the presiding-officer shall open the ballot boxes and proceed to count and draw up the list of the number of votes given for each candidate.

17.0.43

a) As soon as the final result of the polls is known, the presiding-officer shall at once proclaim elected for the office of commissioner the candidate who is found to have obtained the greatest number of votes and give public notice thereof.

b) In the case of equality of votes, the presiding-officer shall proceed by a public drawing of lots and proclaim elected the person whom the drawing has favoured.

c) Copy of the public notice shall be inserted in the books of the Kativik School Board and of the municipal corporation.

17.0.44 Every candidate, election officer, agent or representative of a candidate, in attendance at a polling station, shall maintain and aid in maintaining the secrecy of the voting at such polling station; and no such candidate, officer, agent or representative shall, before the poll is closed, communicate to any person any information as to whether any person on the list of electors has or has not applied for a ballot paper or voted at that polling station.

17.0.45 No candidate, election officer, agent, representative or other person shall interfere with or attempt to interfere with an elector when marking his ballot paper, or otherwise attempt to obtain at the polling station information as to the candidate for whom any elector at such polling station is about to vote or has voted.

17.0.46 No candidate, election officer, agent, representative or other person shall communicate at any time to any person any information obtained at a polling station as to the candidate for whom any elector is about to vote or has voted.

17.0.47 Every candidate, election officer, agent or representative of a candidate in attendance at the counting of the votes shall maintain and aid in maintaining the secrecy of the voting; and no such candidate, officer, agent or representative shall attempt to obtain at such counting any information or communicate any informtion obtained at such counting as to the candidate for whom any vote is given in any particular ballot paper.

17.0.48 No election shall be declared invalid by reason of any want of qualification in the persons signing a nomination paper received by the presiding-officer under the provisions of this Section.

17.0.49 No election shall be declared invalid by reason of noncompliance with the provisions of this Section as to the taking of the poll or counting of the votes if it appears to the Court having cognizance of the question that the election was conducted in accordance with the principles laid down in this Section, and that such non-compliance or mistake did not affect the result of the election.

No election shall be declared invalid by reason of non-compliance with the provisions of this Section regarding delays, unless it appears to the Court that such non-compliance may have affected the result of the election.

17.0.50 Any election of a commissioner by the electors may be contested by any elector on the ground of violence, corruption, fraud or incapacity or on the ground of non-compliance with the necessary formalities by filing a notice of contestation with the Regional Government.

17.0.51 Such contestation is brought before the Court by an ordinary action which on pain of nullity must be served upon the interested parties within forty-five (45) days from the date of the election.

17.0.52

a) The commissioner may resign his seat in the Council by transmitting his resignation signed by himself to the director-general; the term of office of the commissioner shall expire upon the delivery of the writing to the director-general who shall transmit it to the Council at the next sitting.

b) The death of the commissioner shall terminate his term of office.

c) The term of office of the commissioner shall also terminate if he has failed to attend at least three (3) consecutive regular sittings of the Council.

d) Whenever the Provincial Court annuls the election of the commissioner or a commissioner loses the elegibility or qualification required by law during his tenure of office, such office shall ipso facto become vacant.

17.0.53 Subject to the provisions of paragraph 17.0.54, when the term of office of a commissioner expires more than six (6) months before the general election fixed by paragraph 17.0.22, the Council may, within fifteen (15) days following the vacancy, elect a person who has the qualifications required by paragraph 17.0.17 to fill the office of such member for the remainder of the term.

Such election shall be by secret ballot and the director-general of the Kativik School Board shall proclaim elected the person who obtains the majority of the votes of the members of the Council present. In case of a tie vote, the president must give a casting vote.

17.0.54 Proceedings for a new election to fill vacancies in the Council shall be taken within eight (8) days if:

a) the election of commissioner has not taken place within the time prescribed by this Section; or

b) by reason of vacancies, there remains less than a quorum of the members of the Council in office; or

c) the Council has not availed itself of the provisions of paragraph 17.0.53.

Such election must be conducted in the same manner, in all respects, as a general election. The secretary-treasurer of the municipality shall not recommence these election proceedings more than once.

17.0.55 Whenever the election contemplated by paragraph 17.0.54 is not held within the time prescribed by this paragraph, notice thereof shall be forthwith sent to the Regional Government which shall forthwith transmit its recommendations to the Minister of Education for the nomination of a commissioner.

17.0.56 Every member of a Council elected or appointed to replace another holds office only for the remainder of the term for which his predecessor had been elected or appointed.

17.0.57 There shall be a parents' committee in each municipality.

The parents' committee shall be composed of five (5) to eleven (11) parents as determined by the Kativik School Board according to the size of the municipality.

The commissioner of the municipality shall be ex officio a member of the parents' committee without having the right to vote or to be appointed chairman thereof.

The principal and one or more teachers, as determined by the par-

ents' committee, shall be members thereof. They shall not have the right to vote unless the parents' committee so decides.

The parents' committees shall be consultative bodies with advisory powers except for responsibilities that may be delegated to them by ordinance of the Kativik School Board. Sections 66 to 70 of the Education Act shall not apply.

17.0.58 Every child shall be entitled to receive moral and religious instruction in accordance with a program approved by a clergyman or priest serving the municipality and by the Protestant or by the Catholic Committee of the Superior Council of Education. Any child, upon request of his parents for reasons of conscience, shall be exempted from such moral or religious instruction.

17.0.59 The teaching languages shall be Inuttituut and with respect to the other languages, in accordance with the present practice in the territory. The Kativik School Board will pursue as an objective the use of French as a language of instruction so that pupils graduating from its schools will, in the future, be capable of continuing their studies in a French school, college or university elsewhere in Québec, if they so desire.

After consultation with the parents' committee, and having regard to the requirements of subsequent education, the commissioners shall determine the rate of introduction of French and English as teaching languages.

17.0.60 Travelling expenses and a per diem allowance covering all other expenses such as meals and lodging shall be paid to committee members when attending meetings outside of their municipality.

17.0.67 The Kativik School Board may, for educational purposes, enter into agreements with Canada or with any school board, educational institution or individual, subject to the laws governing such agreements.

17.0.62 The delegation of powers under sections 202b and 202d of the Education Act shall be made by ordinance of the Kativik School Board.

17.0.63 The Kativik School Board may establish a curriculum development center whose functions shall be to select courses, textbooks and materials appropriate for the Native people and arrange for their experimental use, evaluation and eventual approval.

17.0.64 The Council may by ordinance provide for the establishment of programs, the teaching of subjects and the use of course materials based on Inuit culture and language.

17.0.65 All ordinances shall be forthwith transmitted to the Minister of Education upon their passing. The Minister shall review such ordinances within forty (40) days and, except where the matters dealt with therein are based on Inuit culture and language, may disallow same in writing. Unless disal-

lowed, all ordinances shall automatically come into force (40) days after the date of their passing or at any earlier date indicated by the Minister.

17.0.66 It shall be the duty of the Kativik School Board to engage teachers duly qualified to teach in the schools under its control. No commissioner shall vote on any questions regarding a member of his family. Section 203(1) of the Education Act shall not apply.

17.0.67 The Kativik School Board may establish by ordinance one or more school calendars, the existing rules serving as guidelines.

17.0.68 The Kativik School Board shall, in consultation with the Minister of Education, negotiate the working conditions of its employees, except basic salary, basic marginal benefits and basic work load which are negotiated at the provincial level.

17.0.69 The Kativik School Board may establish by ordinance special training courses for its teachers.

17.0.70

a) Subject to the provisions of paragraphs 17.0.14 and 17.0.15, the Council of the Kativik School Board shall appoint a director-general, and, under his direction, may appoint an assistant director-general and a secretary-general.

b) It shall also appoint under the director-general the senior and management staff and all other staff required for administration.

c) If the director-general is absent or unable to act, the assistant director-general shall exercise his functions and powers.

d) The director-general and the assistant director-general may be designated from among the persons holding senior positions, excluding that of secretary-general, and may perform all or some of the duties of senior officers.

e) Subject to the by-laws made under sub-paragraph 1 of Section 16 of the Education Act, the Council of the Kativik School Board shall establish by by-law the functions of the senior staff.

17.0.71 The commissioners shall be indemnified for expenses such as transportation, meals, lodging, actually incurred when attending meetings of the Kativik School Board. In addition, representation allowances provided under the Education Act shall be paid to the commissioners.

Alternatively, the commissioners may choose to be indemnified for expenses such as meals, lodging and travel expenses actually incurred when attending meetings of the Kativik School Board and in addition, be indemnified for loss of income they suffered as a result of attending such meetings, in accordance with the regulations to be adopted by the Kativik

School Board. Such regulations shall take into consideration the prevailing conditions in the territory as well as the following:

a) commissioners' meetings shall be scheduled, whenever possible, to avoid conflict with the remunerated work of the commissioners and to take advantage of convenient or inexpensive transport;

b) if, in spite of the foregoing, individual commissioners suffer loss of income, the Kativik School Board may indemnify such commissioners for such loss, upon application therefor and where:

i) the commissioner represents or normally resides in a municipality other than that in which the meeting is held, and

ii) the commissioner is either employed on a full time basis or employed under conditions which preclude continuation of remuneration during time absent to attend such meetings, and

iii) loss of remuneration is clear and unequivocal rather than potential.

17.0.72 The Kativik School Board may provide for the transportation of children to a school under its jurisdiction subject to budget approval for this service.

17.0.73 Commissioners, after having decided by resolution at a regularly held meeting not to re-engage for the following year a person holding a pedagogical or educational position, shall, at least sixty (60) days before the date of expiration of the engagement of such person or, in the case of an engagement terminating at the end of a school year, sixty (60) days preceding the end of such school year, notify such person in writing of their intention to terminate the said engagement, but need not in such notice assign any cause therefor.

17.0.74 The Council may establish by ordinance qualifications and employment criteria for Native teachers involved in the teaching of Inuit culture and language. Such teachers shall not be subject to the provisions of the regulations in effect concerning teachers' qualifications.

17.0.75 The Kativik School Board may incur expenditures for the construction, improvement or enlargement of buildings for educational purposes, including residences for teachers, provided that such expenditures are included in the approved capital assets budget. Section 225 of the Education Act shall not apply.

17.0.76 All buildings used for educational purposes, including residences for teachers, belonging to the Department of Indian Affairs and Northern Development or to the School Board of New Québec and all material and other assets located in such buildings as part of the regular equipment shall be taken over by the Kativik School Board in accordance with a procedure to be determined and at nominal cost.

17.0.77 Buildings transferred by the Department of Indian Affairs and Northern Development to the Kativik School Board shall not be sold, leased, exchanged or alienated and shall again revert to the Crown if and when they cease to be used by the Kativik School Board for educational purposes.

17.0.78 The Kativik School Board shall not be obliged to prepare evaluation rolls or to levy school property taxes to cover operating expenses or for the construction of schools.

17.0.79 The manner of conducting the annual school census shall be determined by ordinance of the Kativik School Board.

17.0.80 Any child who maintains or helps to maintain his family may be declared exempt from compulsory school attendance by the Kativik School Board.

17.0.81 The Kativik School Board may determine by ordinance the manner of posting public notices required by law.

17.0.82 The School Board Grants Act (1964, S.R.Q., c. 237) shall not apply.

17.0.83 Subject to budgetary approval, provisions shall be made for maintaining the necessary levels of financial aid to students attending school outside the Territory when following courses not offered by the Kativik School Board.

17.0.84 Québec and Canada will jointly maintain, through the Kativik School Board, adequate funding for educational services and programs presently available to the population in the Territory.

17.0.85 Based on annual budgets providing for operating and capital costs approved by a joint committee named by Québec and Canada, each of the said Governments shall contribute to the approved budget of the Kativik School Board on the following basis:

Québec: 75%

Canada: 25%

This provision shall take effect two years after the execution of the Agreement.

Commencing in 1982 and every five (5) years thereafter, the percentage contribution of Québec and Canada shall be reviewed taking into account changes in the ratio of Native students to non-Native students under the jurisdiction of, and receiving services from, the Kativik School Board.

17.0.86 The Kativik School Board may make recommendations to the Lieutenant-Governor in Council to declare inapplicable, in whole or in part, any regulation enacted under the Education Act which may affect it.

17.0.87 This Section shall come into force gradually over a minimum transition period of two (2) years to be jointly determined by the Kativik School Board and the Minister, beginning with the first complete school year following the execution of the Agreement in accordance with the provisions of Schedule 1 of this Section.

17.0.88 The provisions of this Section can only be amended with the consent of Québec and the interested Native party, save for the provisions of paragraphs 17.0.76, 17.0.77, 17.0.84 and 17.0.85 which in addition shall require the consent of Canada.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec.

During the first year, the parents' committees shall be constituted, the commissioners elected and the director-general appointed by the commissioners. The School Board of New Québec and the Department of Indian Affairs and Northern Development shall continue to operate the schools they now administer. The Kativik School Board will plan the operations for the second year and, with the assistance of the School Board of New Québec and the Department of Indian Affairs and Northern Development, will draw up the operating and capital assets budget for the second year.

During the second year, the Kativik School Board will administer all schools in the territory. All its decisions shall be subject to the approval of a tripartite committee composed of the director-general, the administrator of the School Board of New Québec and an appointee of the Federal Government.

As of the third year, all teachers and principals of the School Board of New Québec and of the Department of Indian Affairs and Northern Development assigned to schools in the territory shall become employees of the Kativik School Board. The School Board of New Québec and the Department of Indian Affairs and Northern Development shall withdraw from the operation of schools in the Territory.

18.0.1 The Minister of Justice of Québec shall be responsible for the administration of justice throughout the Territory.

18.0.2 The actual judicial district of Abitibi is modified in order to include the territory of Abitibi, Mistassini and Nouveau-Québec, including Great Whale River and the area covered by the James Bay Region Development Act (S.Q., 1971, c. 34), but not including Schefferville, Gagnonville and Fermont, hereinafter called the "judicial district of Abitibi". The adjacent judicial districts shall be modified accordingly.

18.0.3 All concurrent jurisdictions of other judicial districts existing in virtue of the Courts of Justice Act are abolished.

18.0.4 The Minister of Justice of Québec shall not effect any changes to the territorial limits of the "judicial district of Abitibi" without consulting the local authorities of Cree communities that would be affected by any such changes.

18.0.5 The courts to be established, judges and legal officers who will be designated for the "judicial district of Abitibi" have jurisdistion in all civil, criminal, penal and statutory matters.

18.0.6 Appeals from judgments rendered in the "judicial district of Abitibi" are presented before the Court of Appeal sitting in Québec.

18.0.7 The Minister of Justice of Québec shall designate one or more judges or other persons required to dispense justice in the "judicial district of Abitibi". The said judges or persons must be cognizant with the usages, customs and psychology of the Crees.

18.0.8 The persons appointed to dispense justice shall be empowered and have the combined duties of a judge of the Provincial Court, of a judge of the Social Welfare Court, of a judge of the Court of Sessions of the Peace, with powers to hear infractions punishable under the Summary Convictions Act of the Province of Québec, of a magistrate under Part XVI of the Criminal Code, of a magistrate under Part XXIV of the Criminal Code and of a justice of the peace appointed under section 107 of the Indian Act. They may have special or administrative jurisdictions.

18.0.9 Justices of the peace, preferably Crees, are appointed in order to deal with infractions to by-laws adopted by Cree local authorities and other offences contemplated in section 107 of the Indian Act. These appointments are subject to the approval of the interested Cree local authority.

18.0.10 With the authorization of the Deputy Minister of Justice of the Province of Québec, the justices of the peace referred to in paragraph 18.0.9 in addition to their regular functions are empowered to receive oaths and informations, issue summonses, confirm or cancel appearance notices and

recognizances, issue subpoenas, proceed the adjournment of appearances and of cases, order the release of persons upon the signing of a promise to appear, or upon a recognizance or bail.

18.0.11 The chief place of the "judicial district of Abitibi" is situated at Amos or at such other place that the legislator may designate.

18.0.12 The Lieutenant-Governor in Council may, by proclamation, authorize the court, tribunals, bodies and commissions whether or not they have been constituted by the Courts of Justice Act, to sit outside the chief place of the "judicial district of Abitibi" in the various Cree communities and Cree permanent establishments of the said district.

18.0.13 The tribunals are itinerant and the judges mentioned in paragraph 18.0.8, each time as the circumstances permit it, shall hold hearings in the various Cree communities and other Cree permanent establishments of the district.

18.0.14 The judges and other persons designated to render justice in the "judicial district of Abitibi" may establish from time to time rules of practice required for the proper administration of justice after having consulted with the Cree Regional Authority.

18.0.15 The rules of practice for the "judicial district of Abitibi" must take into consideration the particular circumstances of the district, the customs, usages and way of life of the Crees in order to facilitate the administration of justice and render justice more accessible to the Crees. The said rules of practice should stipulate special provisions respecting:

a) the accessibility to records and registers;

b) the postponement for hearings and trials;

c) the days and hours for hearings, trials and examinations on discovery;

d) the procedures for the filing of proceedings and the issuance of writs.

18.0.16 The Minister of Justice of Québec shall establish insofar as it is practical to do so and as quickly as it is feasible to do so, buildings, premises and the facilities required for the proper functioning of the tribunals, courts, bodies and commissions in the "judicial district of Abitibi".

18.0.17 The Minister of Justice of Québec shall establish from time to time programs to train non-Native persons who are designated as judges or public officers, responsible to render justice in the said judicial district, including the non-Native personnel and staff of the courts, tribunals, bodies and commissions, in the particular problems of the "judicial district of Abitibi" as well as respecting the usages, customs and psychology of the Crees in the said district.

18.0.18 Subject to the amendments required to give effect to the provisions of the present Section, the Code of Civil Procedure, as amended from time to time, shall apply in the "judicial district of Abitibi".

18.0.19 The provisions of the Code of Civil Procedure, the Criminal Code and the Canada Evidence Act shall be amended, insofar as this may be necessary to adopt such provisions to the circumstances, usages, customs and way of life of the Crees and in order to deal adequately with the difficulties of the "judicial district of Abitibi". In particular, for cases where a Cree is the defendant or the accused, amendments shall be adopted to qualify Crees as jurors, notwithstanding that such Cree might not qualify accordingly to the applicable laws and rules and notwithstanding that such Cree might not speak French or English.

18.0.20 In accordance with paragraph 18.0.12, sub-offices of the courts for the "judicial district of Abitibi" shall be established, as required, within the Cree communities and Cree permanent settlements of the district after consultation with the interested Cree local authorities or with the Cree Regional Authority. To the extent feasible, Crees shall be engaged on a part-time or full-time basis and trained as deputies to the clerks of the Provincial Court, of the Social Welfare Court, of the Court of Sessions of the Peace, as well as deputy to the sheriff of the said "judicial district of Abitibi".

18.0.21 The officiers of the itinerant court are accompanied by officers having authority to issue writs of the Superior Court. Where the Superior Court is empowered to sit elsewhere than in the chief place of the "judicial district of Abitibi", the issuance of writs is authorized.

18.0.22 The Minister of Justice of Québec must establish from time to time programs to train Crees to act initially as stenographers of the itinerant Provincial Court and eventually for the other courts, tribunals, bodies and commissions of the "judicial district of Abitibi".

18.0.23 In the "judicial district of Abitibi", in all civil, criminal, penal and all statutory matters where a Cree person is a party to the suit, case or proceedings, or is the accused, the following provisions apply:

a) intepreters shall be provided as of right without costs to such Cree party;

b) on demand of either one of the two parties, the written motivated judgments, which were not rendered orally at the sitting of the court, tribunal, body or commission, are translated as of right into Cree without cost to the Cree parties for information purposes only;

c) all verbal decisions and judgments or pronouncements, rulings, statements and comments of the presiding judge shall be simulataneously translated into Cree at no cost and for information purposes only;

d) all of the depositions, admissions, objections to evidence and the decisions thereon shall be simultaneously translated into the Cree language at no cost and for information purposes only.

18.0.24 The Attorney-General of Québec shall designate Crown attorneys for the "judicial district of Abitibi" for such term of office and upon such conditions as are required to meet the circumstances in the said district.

18.0.25 It is recognized that most of the Crees in the "judicial district of Abitibi" qualify at the present time for the benefit of legal aid services. The Crees as individuals are entitled as of right to receive legal aid services in all matters provided they meet the criteria of the Québec Legal Services Commission, which criteria shall be modified to take into consideration the cost of living, the distances involved and other factors particular to the said judicial district.

18.0.26 As quickly as possible after the execution of the Agreement and after consultation with Cree local authorities, the appropriate detention institutions will be established within the "judicial district of Abitibi" so that Crees subject to imprisonment, committal or detention, shall not be emprisoned, committed or detained in any institution below the 49th parallel of latitude, except where they are detained pending trial or pending their sentence or judgment before a court having jurisdiction below the 49th parallel of latitude. However, Crees who, after their sentence, are imprisoned, committed or detained in any place whatsoever, have the right, if they so desire, to be imprisoned, committed or detained in small institutions situated within the territory of James Bay, if such institutions are appropriate taking into consideration all circumstances.

18.0.27 All institutions, penitentiaries and places of detention in the "judicial district of Abitibi" for the Crees and non-Native persons shall be staffed totally or in part by Crees taking into account the available Cree manpower suitable. For such purposes, programs shall be established to train Crees as staff, correctional or detention officers and as officers required for probation, parole, rehabilitation and aftercare services.

18.0.28 When a Cree is arrested or detained, he must be informed in the Cree language, if he does not comprehend either French or English, of his basic rights and has a right to communicate with his family and to obtain the services of a lawyer of his own choice.

18.0.29 In accordance with a federal-provincial agreement with respect to costs of the programs of services referred to in this Section, it shall be provided:

a) that Crees who are sentenced by any court to imprisonment for life or for a number of years not less than two (2) or for imprisonment to less than two (2) years may be detained in a place of detention situated and established in the James Bay Territory, including Great Whale River after consultation with the Cree local authority of the "judicial district of Abitibi";

b) that Crees who are found to be or become mentally ill at any time during their confinement in a penitentiary or place of detention be detained in the appropriate facilities in the James Bay Territory, including Great Whale River;

c) that suitable facilities be provided within the James Bay Territory including Great Whale River to receive and care for persons detained who, during their term of detention, become seriously ill or contract infectious or contagious diseases;

d) that facilities be provided for detention, training and rehabilitation of young Cree offenders under the age of twenty-one (21) years and under the age of sixteen (16) years;

e) that establishments for the temporary detention of persons, public prisons, rehabilitation and reformatory institutions, almshouses, workhouses, refuges for women, reformatory institutions for females and other institutions for training, rehabilitation and readaptation of persons detained be provided for;

f) that special rehabilitation programs be created for the treatment, training and rehabilitation of detained Crees taking into account the age and conditions of the persons detained, as well as their way of life and culture;

g) that special programs, both during detention and after release, be created in order to facilitate the return of the Crees to, and their reintegration into, their families and communities.

18.0.30 Probation, parole, rehabilitation and aftercare services are provided to Crees, in the Cree language, if possible, taking into account their culture and way of life.

18.0.31 Studies for the revision of sentencing and the detention practices of Crees should be undertaken with their cooperation, taking into account their culture and way of life.

18.0.32 The presiding judge of the itinerant court of the "judicial district of Abitibi" shall have available, when necessary or when appropriate, probation officers, preferably Crees, trained for and cognizant of the problems in the said judicial district and problems concerning the Crees who live therein.

18.0.33 In order to ensure that Cree people do not misunderstand the intervention of the judicial authority or of the legal system, Crees will receive special training to act as information officers and be stationed in the Cree communities.

18.0.34 After consultation with the Cree local authorities or Cree Regional Authority, and when it will be appropriate to do so, Crees will be recruited, trained and hired in order to assume the greatest number possible of positions in connection with the administration of justice in the "judicial district of Abitibi".

18.0.35 Information programs shall be established and financed by Québec to help Crees understand the law, to train court workers and detention liaison officers in order to help Crees obtain legal advice and to assist them in all of the phases of the judicial process and to give the Cree communities information concerning the law. Crees shall be engaged and trained for these purposes as soon as possible after execution of the Agreement.

18.0.36 Programs must be provided for non-Native persons engaged in the various aspects of the judicial and legal system of the said district so that such persons be familiar with the language, customs, needs and aspirations of the Crees.

18.0.37 A judicial advisory committee will be established and financed by Québec after the execution of the Agreement. It will be composed of representatives of Québec, the Crees and other specialists whose participation is deemed necessary. The said committee shall advise on a permanent basis the authorities with respect to the administration of justice respecting Crees in the "judicial district of Abitibi" including the following:

a) the participation of Crees in all the phases of the judicial, para-judicial or legal process, including the planning and delivery of judicial services which are destined for them;

b) the studies and research projects required to properly implement the provisions of the present Section;

c) the courts, officers and staff required;

d) the buildings and facilities required;

e) the laws from time to time required or their amendments in order to give effect to the provisions of this Section;

f) the establishment of more frequent and more systematic communications with the Crees;

g) the establishment of a system of legal education, information and discussion with the Crees.

18.0.38 The provisions of this Section can only be amended with the consent of Canada and the interested Native party, in matters of federal jurisdiction, and with the consent of Québec and the interested Native party, in matters of provincial jurisdiction.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec in matters of provincial jurisdiction, and by Parliament in matters of federal jurisdiction.

18.0.39 However the Native interested party hereby recognizes that for a sound administration of justice, the provisions of this Section and of Section 20 shall be read together and, to the extent possible, administered and implemented uniformly.

19.1 Cree Units of the Québec Police Force

"Cree unit" means a sub-detachment of a detachment of the Québec Police Force composed of one or more Cree peace officers.

19.1.1 On the execution of the Agreement, procedures for the establishment of Cree units of the Québec Police Force shall commence.

19.1.2 The Québec Police Force shall engage two (2) Cree constables per one thousand (1,000) Cree inhabitants of the Territory envisaged by the Agreement, including the floating population of the Territory. Any increase in the number of Cree constables per one thousand (1,000) Cree inhabitants shall be established after consultation with the Cree Regional Authority.

19.1.3 Such constables shall be engaged upon the prior approval of the Cree Native party to be part of Cree units of the Québec Police Force which shall be established, in the beginning, for the following areas:

a) the coast;

b) the communities of Mistassini and Waswanipi;

c) the community of Great Whale River, at least on a part-time basis.

19.1.4 The Cree units of the Québec Police Force referred to in the preceding paragraph shall be established, after consultation with the Cree Native party and the Cree local authorities, in the more populated Cree areas and communities. They shall be established in accordance with the needs and requirements thereof and depending on whether or not the communities involved establish their own community police force composed of special constables having jurisdiction in the Category I lands of such communities.

19.1.5 As a preliminary and temporary measure, the Cree units of the Québec Police Force may be composed of special constables appointed in virtue of section 64 of the Police Act (S.Q., 1968, c. 17), subject to the standards and requirements now in existence for the appointment of Native special constables.

19.1.6 The standards for recruiting members of the Cree units of the Québec Police Force shall be established after prior consultation with the Cree Native party and taking into account the Cree manpower available.

19.1.7 Before a person is selected to become a member of the Cree units of the Québec Police Force, the name of such person must be proposed to the Québec Police Force, or the Solicitor-General of Québec, by the Cree Native party, or to the Cree Native party by the Solicitor-General, for approval.

19.1.8 After consultation with the Cree Native party, and after an evaluation and acceptance of the proposed candidates by the Québec Police Force, the said candidates shall follow training courses given by the Québec Police Institute.

19.1.9 The training programs for such accepted candidates at the school of the Québec Police Institute shall be conducted in both French and English, and in the Cree language where appropriate. Books and materials for the said training program shall be both in French and in English and, when possible, in the Cree language.

19.1.10 The said training program shall be the same as the present program for the training of Native special constables. The said training program may be modified, following consultations between Québec Police Force and the Cree Native party, taking into account the particular characteristics of the Cree manpower.

19.1.11 The duties of the members of the Cree units of the Québec Police Force shall be the same as the duties of all other regular members of such force, as well as the enforcement of the by-laws of the local Cree authorities.

19.1.12 Notwithstanding the provisions of paragraph 19.1.6, the members of the Cree units of the Québec Police Force shall be recruited and appointed in virtue of and subject to special regulations proposed by the Police Advisory Committee which will be established. Negotiations shall take place between Canada, Québec and the Crees with a view to the establishment of such a Commitee.

19.1.13 The Cree units of the Québec Police Force shall have, as in the case of the regular members of such force, duties in Categories I, II and III lands.

19.2 Cree Local Community Police Force

19.2.1 Cree special constables shall be appointed in virtue of section 64 of the Québec Police Act and will have the duties and functions, in Category I lands of Cree communities, of constables and peace officers as well as duties similar to those of municipal police constables.

19.2.2 The special constables referred to in paragraph 19.2.1 must be Crees. Some of them may be engaged on a part-time basis to perform the above duties referred to in paragraph 19.2.1 and may, in their spare time, perform other duties and functions referred to in Section 18 of the Agreement.

19.2.3 The said special constables shall initially perform their duties in Category I lands but they may subsequently be given jurisdiction in Categories II and III lands on such conditions and in such circumstances as will be agreed to between the Solicitor General of Québec, the Cree local governments of Category I lands and the James Bay Municipality.

19.2.4 The number of Cree persons to be engaged as special constables shall depend on the circumstances and requirements of the Cree communities. The basic criterion which will apply is one special constable for every five hundred (500) Cree persons in each community, including the floating population therein.

19.2.5 The qualifications for the appointment of said special constables shall be the same as those actually prevailing for the appointment of Native special constables, taking into account the availability of the Cree manpower. Amendments may be made after consultation with the Police Advisory Committee referred to in paragraph 19.1.12 of this Section.

19.2.6 The Cree local governments shall establish by by-law the requirements and standards for the appointment of special constables and for the creation of a community police force, in accordance with special legislation that will be adopted by Québec permitting the establishment and operation of such police forces.

19.2.7 The Cree local governments shall submit to the Québec Police Force or to the Solicitor-General of Québec a list of candidates already screened by such Cree local governments to be appointed as special constables. Thereafter, the procedure for appointment and training for such special constables shall be the same as that provided in the paragraph for the appointment of members of the Cree units of the Québec Police Force, except that for such special constables, the consultation shall be with the Cree local government of the interested community.

19.2.8 The said special constables shall be trained at the Québec Police Institute pursuant to special programs that will be established in order to take into consideration the circumstances and requirements of the areas where such constables will be called upon to perform their duties.

19.3 Federal-Provincial Cost Sharing

Canada and Québec shall pay the direct costs of policing services provided by such Cree special constables referred to in Sub-Sections 19.1 and 19.2 of the Agreement in accordance with a cost-sharing agreement for James Bay Cree policing or in accordance with such other Federal-Provincial cost-sharing agreement respecting Indian policing in the Province of Québec to be entered into forthwith upon the execution of the Agreement.

Such costs as training, lodging, training allowances and transportation to and from the training institutions of Québec shall be provided for in the above cost-sharing agreement.

Based on annual budgets approved by Canada and Québec each of the said governments shall contribute to the approved budget of such police forces in respect to such special constables on the following basis:

Canada 60%

Québec 40%

This cost-sharing agreement shall continue until March 31, 1978 and shall be subject to review and renegotiation prior to the above date of expiry. Notwithstanding the foregoing, Québec and Canada shall provide the funds necessary to maintain the policing services referred to above beyond such date of expiry.

The communities served by the said police forces may, according to their revenue, but excluding government funds provided for the Cree communities, be obliged to pay to Québec up to a maximum of 10% percent of the said direct costs of such policing services.

19.4 Legislation

The provisions of this Section can only be amended with the consent of Canada and the interested Native party, in matters of federal jurisdiction, and with the consent of Québec and the interested Native party, in matters of provincial jurisdiction.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec in matters of provincial jurisdiction, and by Parliament in matters of federal jurisdiction.

20.0.1 The existing judicial district of Abitibi is modified to include the territories of Abitibi, Mistassini and Nouveau-Québec, including Great-Whale River and the area covered by the James Bay Region Development Act (L.Q. 1971, c. 34) but not including Schefferville, Gagnonville and Fermont. The contiguous judicial districts are modified accordingly.

20.0.2 All concurrent jurisdictions with the other judicial districts which may exist under the Courts of Justice Act are abolished.

20.0.3 The Minister of Justice of Québec shall not effect any changes in the territorial limits of the judicial district of Abitibi for the territories of Mistassini and Nouveau-Québec without prior consultation with the Regional Government.

20.0.4 The Lieutenant-Governor in Council may authorize by proclamation the courts, the tribunals, bodies and commissions constituted or not under the Courts of Justice Act to sit outside the chief-place in the various permanent Inuit communities and settlements of the judicial district of Abitibi.

20.0.5 There shall be an itinerant court for the judicial district of Abitibi. The itinerant court shall sit in each community where a sub-office has been established under paragraph 20.0.4 and shall be presided over by judges having the combined jurisdictions of:

a) a judge of the Provincial Court,

b) a magistrate under part XVI of the Criminal Code,

c) a magistrate under part XXIV of the Criminal Code,

d) a judge of the Court of the Sessions of the Peace,

e) a judge of the Social Welfare Court, and

f) one or two justices of the peace.

20.0.6 The judges and persons appointed to dispense justice in the judicial district of Abitibi shall, after prior consultation with the Regional Government, make from time to time the rules of practice judged necessary for the proper administration of justice in the said district.

20.0.7 The rules of practice established for the judicial district of Abitibi under paragraph 20.0.6, shall take into consideration the particular circumstances of the district, the customs, usages and ways of life of the Inuit, in order to facilitate and render justice more accessible, and may, in particular, include special rules respecting the following:

a) accessibility to records and registers,

b) postponement of hearings and trials,

c) days and hours for hearings, trials and examinations on discovery, and

d) procedures for the filing of proceedings and the issuance of writs.

20.0.8 All judges and other persons appointed to dispense justice in the judicial district of Abitibi shall be cognizant with the usages, customs and psychology of the Inuit people.

20.0.9 There shall be appointed a clerk of the itinerant court.

Assistants to the clerk of the itinerant court shall also be appointed to manage the sub-offices established under paragraph 20.0.4.

The clerk and assistant-clerks of the itinerant court shall be empowered to act as deputy-sheriff, issue writs and discharge the duties of a deputy-prothonotary of the Superior Court.

20.0.10 A qualified interpreter and an official stenographer qualified to take down shorthand in both French and English shall accompany the itinerant court.

20.0.11 The Minister of Justice of Québec must see to it that, upon demand from any Inuit party, the judgments with reasons of the courts, judges, tribunals, bodies and commissions that are not rendered orally and in open court, but in writing, are translated as of right into Inuttituut without cost, for purposes of information only.

20.0.12 Non-Inuit court staff shall be cognizant with the usages, customs and psychology of the Inuit people.

20.0.13 The Department of Justice of Québec shall, after prior consultation with the Regional Government, establish formation and training programs for Inuit for the positions of clerk and assistant-clerk of the itinerant court, sheriff, deputy-sheriff, stenographer and interpeter.

20.0.14 The itinerant court shall be assisted, in the exercise of its powers respecting supervised probation, by probation officers. The names of the candidates to become probation officers of the itinerant court shall first be proposed by the Regional Government to the Probation and Houses of Detention Service of the Department of Justice of Québec or by such Service to the Regional Government for consideration and approval.

20.0.15 Information officers shall be stationed in municipalities designated by the Department of Justice of Québec after prior consultation with the Regional Government. The names of the candidates to become information officers shall first be proposed by the Regional Government to the Department of Justice of Québec or by the Department of Justice of Québec to the Regional Government for consideration and approval.

20.0.16 Non-Inuit probation and information officers shall be cognizant with the usages, customs and psychology of the Inuit people.

20.0.17 The Department of Justice of Québec shall, after prior consultation with the Regional Government, establish according to needs, educational and training programs for Inuit for the functions of probation and information officer.

20.0.18 The Department of Justice shall appoint Crown attorneys for the judicial district of Abitibi for such terms of office and upon such conditions as are required to meet the circumstances in the said district. Such appointees shall be cognizant with the usages, customs and psychology of the Inuit people.

20.0.19 All residents of the judicial district of Abitibi shall be entitled as of right to receive Legal Aid services in all matters, provided they qualify in accordance with the criteria of the Québec Legal Services Commission which shall be modified for this district insofar as this may be necessary, to take into consideration the cost of living, the distances involved and other factors particular to the said district.

20.0.20 The provisions of the Code of Civil Procedure, the Criminal Code and the Canada Evidence Act shall be modified, if deemed necessary, to suit the particular difficulties of the judicial district of Abitibi and to take into account the circumstances, usages, customs and way of life of the Inuit and to render justice more accessible to them.

20.0.21 The Criminal Code should be amended to allow that six jurors only be sworn in the territories of Abitibi, Mistassini and Nouveau-Québec in the judicial district of Abitibi.

20.0.22 Amendments should be adopted to allow Inuit, in cases where the defendant or accused is an Inuk, to be sworn as jurors according to applicable laws and regulations, even though they cannot speak French or English fluently.

20.0.23 The Lieutenant-Governor in Council shall appoint for the judicial district of Abitibi a coroner cognizant with the usages, customs and psychology of the Inuit people.

20.0.24 Sentencing and detention practices should be revised to take into account the culture and way of life of the Inuit people, and this, with their cooperation.

20.0.25 As quickly as possible after the execution of the Agreement and after consultation with the Regional Government, the appropriate detention institutions shall be established within the judicial district of Abitibi so that Inuit should not be, unless circumstances so require, detained, imprisoned or confined in any institution below the 49th parallel.

20.0.26 All Inuit persons, wherever they are sentenced or confined, shall, if they so desire, have the right to be detained, imprisoned or confined in small institutions located within the territory of the Regional Government if such institutions are adequate for these purposes having due regard to all circumstances.

20.0.27 The provisions of this Section can only be amended with the consent of Canada and the interested Native party, in matters of federal jurisdiction, and with the consent of Québec and the interested Native party, in matters of provincial jurisdiction.

20.0.28 However, the Native interested party hereby recognizes that for a sound administration of justice, the provisions of this Section and of Section 18 shall be read together and, to the extent possible, administered and implemented uniformly.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec in matters of provincial jurisdiction, and by Parliament in matters of federal jurisdiction.

21.0.1 Subject to the laws of Québec of general application, the Regional Government is hereby authorized to establish by ordinance and maintain a Regional Police Force in its territory.

21.0.2 The Regional Police Force shall be governed by the provisions of the Police Act (S.Q. 1968, c.17) and all other laws of Québec of general application, save where these laws are inconsistent with this Section, in which event the provisions of this Section shall prevail.

21.0.3 Members of the Regional Police Force shall be posted in the most populated municipalities based on the criterion of one member for every five hundred (500) inhabitants including the floating population in the Territory.

21.0.4 The Regional Government has the authority to make ordinances to:

a) provide for the organization, equipment and maintenance of a Regional Police Force and the discipline of its members;

b) prescribe the duties and powers of the members of such force and prescribe the penalties applicable in case of infringement of the ordinances respecting discipline;

c) provide for the imposition of penalties, including dismissal or fine, upon any member of the Regional Police Force who accepts or demands, directly or indirectly, any sum of money, favour or alcoholic beverage as a consideration for the exercise of influence or for an act or omission in the discharge of his duties;

d) determine the places where the members of the Regional Police Force may reside, classify them, specify the ranks that may be assigned to them and prescribe the inspections to which they shall be subject.

Such ordinances shall apply subject to the provisions of this Section and to the by-laws of the Québec Police Commission made under section 17 of the Police Act.

After an ordinance dealing with any subject contemplated in this paragraph has been passed, the Secretary of the Regional Government must send a copy thereof to the Québec Police Commission within fifteen (15) days following its coming into force.

21.0.5 The Regional Government must at the request of the Québec Police Commission pass and forward to it within sixty (60) days of such request an ordinance providing for the discipline of the members of the Regional Police Force and providing for the penalties applicable in the case of infringement of such ordinance; such an ordinance shall come into force upon approval by the Québec Police Commission.

21.0.6 It shall be the duty of the Regional Police Force and each member thereof to maintain peace, order and public safety in the Territory, to prevent crime and infringements of the by-laws of the municipal corporations, the ordinances of the Regional Government and the laws of the Province of Québec and to seek out the offenders.

21.0.7 The Regional Police Force shall be under the control of a director or chief who shall command it.

No person can fulfill the duties of director or chief or member of the Regional Police Force until he has taken the oaths prescribed in section 4 of the Police Act.

21.0.8 The Secretary of the Regional Government shall keep a register of all the policemen who are members of the Regional Police Force and of the special constables appointed by the chairman of the Executive Committee under paragraph 21.0.13; each such policeman and special constable may require of the Secretary a certificate attesting his appointment.

21.0.9 Sub-paragraphs (d) and (e) of section 3 of the Police Act respecting qualifications to become a Police Force cadet, a member of the Police Force or a municipal cadet or policeman shall not apply to Inuit members of the Regional Police Force.

21.0.10 With respect to Inuit members of the Regional Police Force, any by-law of the Québec Police Commission made for the purposes of qualifications required for admission in the said Police Force shall be made after prior consultation with the Regional Government.

21.0.11 The names of the candidates to become members of the Regional Police Force shall first be proposed by the Regional Government to the Department of Justice or by the Department of Justice to the Regional Government for consideration and approval.

After attending the Québec Police Institute and completing their courses, such candidates shall be appointed members of the Regional Police Force by the Regional Government.

21.0.12 The director or chief of the Regional Police Force is appointed by the Attorney-General on the recommendation of the Regional Government, and shall take the oaths prescribed in section 4 of the Police Act before any judge contemplated in section 64 of the Police Act; other members of the Regional Police Force and special constables appointed under paragraph 21.0.13 shall take the oaths prescribed in section 4 of the Police Act before the chairman of the Executive Committee of the Regional Government pursuant to the approval of the Attorney-General.

The approval of the Attorney-General shall not be necessary for special constables appointed under paragraph 21.0.13.

21.0.13 The Council of the Regional Government may, by ordinance, authorize the chairman of the Executive Committee to appoint in writing, in case of emergency and for a period not exceeding seven (7) days, persons called special constables, to maintain peace, order and public safety in the territory of the Regional Government, to prevent crime and infringements of the by-laws of the municipal corporations, the ordinances of the Regional Government, and the laws of the Province of Québec and seek out the offenders.

Any ordinance adopted under the preceding paragraph may prescribe the maximum number of persons whom the chairman of the Executive Committe may appoint as special constables and establish the maximum remuneration that they may be paid.

21.0.14 The writing attesting the appointment of a special constable shall be made in duplicates and one of the duplicates shall be given to the person so appointed.

21.0.15 Any member of the Regional Police Force and any special constable appointed under paragraph 21.0.13 may be dismissed by any judge contemplated in section 64 of the Police Act when an application to that effect is made to him by the Attorney-General.

21.0.16 Training and course programs shall be established pursuant to the provisions of the by-laws that shall be enacted by the Québec Police Commission under paragraph (b) of section 17 of the Police Act, after consultation with the Regional Government. Québec shall pay for training and course fees and lodging for the candidates at the Québec Police Institute.

21.0.17 The Regional Government may establish by ordinance and maintain a police school. Such ordinance, to be valid, must be approved by the Lieutenant-Governor in Council.

21.0.18 Notwithstanding the provisions of paragraph 2.9 of Schedule 2 of Section 12 and of paragraph 2.9 of Schedule 2 of Section 13 of the Agreement, any ordinance passed by the Regional Government under this Section shall apply within the whole territory of the Regional Government and its application shall not be limited to municipalities.

21.0.19 Inuit people who do not meet the qualifications for admission in the Québec Police Force may be appointed special constables under section 64 of the Police Act, in which case paragraphs 21.0.9 and 21.0.10 shall apply, mutatis mutandis.

The names of the candidates to become special constables shall first be proposed by the Regional Government to the Department of Justice or by the Department of Justice to the Regional Government for consideration and approval.

21.0.20 The provisions of this Section can only be amended with the consent of Québec and the interested Native party.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec.

Section 22 Environment and Future Development Below the 55th Parallel

22.1 Definitions

For the purposes of this Section:

22.1.1 "Administrator" shall mean:

i) In the case of matters respecting provincial jurisdiction, the Director of the Environmental Protection Service or his successor, or any person or persons authorized from time to time by the Lieutenant-Governor in Council to exercise functions described in this Section.

ii) In the case of matters involving federal jurisdiction, any person or persons authorized from time to time by the Governor in Council to exercise functions described in this Section.

iii) In the case of proposed development in Category I, the Cree Local Government Administrator responsible for the protection of the environment.

22.1.2 "Cree community" shall mean the Cree communities of Great Whale River, Fort George, Old Factory, Eastmain, Rupert House, Nemiscau, Waswanipi and Mistassini as well as any new Cree communities recognized as such by Canada and Québec.

22.1.3 "Cree economy" shall mean the activities and means by which Cree people earn, conduct and enjoy their economic livelihood.

22.1.4 "Development" or "Development Project" shall mean a project consisting of any work, undertaking, structure, operation, industrial process which might affect the environment or people of the Territory, exclusive of the operation and maintenance of such project after construction. However, the operation of such project shall form part of the considerations in the assessment and review procedures for the construction of such project.

22.1.5 "Section" shall mean this Section of the Agreement.

22.1.6 "Territory" shall mean the area in Québec south of the 55th parallel of latitude, (excluding the area in the vicinity of Schefferville south of the 55th parallel of latitude), and west of the 69th meridian of longitude, and including the Categories I and II lands of the Crees of Great Whale, and with the southern boundary coinciding with the southern limits of the Cree traplines as defined in Section 24.

22.1.7 "Preliminary Planning Stage" shall mean the stage at which a proponent studies the alternatives available and the technical, economic, financial and social dimensions of the project before taking a decision on the best alternatives to retain for further study.

22.2 General Provisions

22.2.1 The environmental and social protection regime applicable in the Territory shall be established by and in accordance with the provisions of this Section.

22.2.2 The said regime provides for:

a) A procedure whereby environmental and social laws and regulations and land use regulations may from time to time be adopted if necessary to minimize the negative impact of development in or affecting the Territory upon the Native people and the wildlife resources of the Territory;

b) An environmental and social impact assessment and review procedure established to minimize the environmental and social impact of development when negative on the Native people and the wildlife resources of the Territory;

c) A special status and involvement for the Cree people over and above that provided for in procedures involving the general public through consultation or representative mechanisms wherever such is necessary to protect or give effect to the rights and guarantees in favour of the Native people established by and in accordance with the Agreement;

d) The protection of the rights and guarantees of the Cree people established by and in accordance with Section 24;

e) The protection of the Cree people, their economies and the wildlife resources upon which they depend;

f) The right to develop in the Territory.

22.2.3 All applicable federal and provincial laws of general application respecting environmental and social protection shall apply in the Territory to the extent that they are not inconsistent with the provisions of the Agreement and in particular of this Section. If necessary to give effect to the present Section of the Agreement, Québec and Canada shall take the required measures to adopt suitable legislation and regulations for such purpose.

22.2.4 The responsible governments and the agencies created in virtue of this Section shall within the limits of their respective jurisdictions or functions as the case may be give due consideration to the following guiding principles:

a) The protection of the hunting, fishing and trapping rights of Native people in the Territory, and their other rights in Category I lands, with respect to developmental activity affecting the Territory;

b) The environmental and social protection regime with respect to minimizing the impacts on Native people by developmental activity affecting the Territory;

c) The protection of Native people, societies, communities, economies, with respect to developmental activity affecting the Territory;

d) The protection of wildlife resources, physical and biotic environment, and ecological systems in the Territory with respect to developmental activity affecting the Territory;

e) The rights and guarantees of the Native people within Category II established by and in accordance with section 24 until such land is developed;

f) The involvement of the Cree people in the application of this regime;

g) The rights and interests of non-Native people, whatever they may be;

h) The right to develop by persons acting lawfully in the Territory;

i) The minimizing of negative environmental and social impacts of development on Native people and on Native communities by reasonable means with special reference to those measures proposed or recommended by the impact assessment and review procedure.

22.3 James Bay Advisory Committee on the Environment

22.3.1 A James Bay Advisory Committee on the Environment (hereinafter referred to as the "Advisory Committee"), a body made up of members appointed by the Cree Regional Authority, Canada and Québec is established to review and oversee the administration and management of the environmental and social protection regime established by and in accordance with this Section.

22.3.2 The Advisory Committee shall have thirteen (13) members. The Cree Regional Authority, Québec and Canada shall each appoint four (4) members. The Chairman of the Hunting, Fishing and Trapping Coordinating Committee established by and in accordance with Section 24 shall ex officio be a member, save when the said Chairman is appointed from the members appointed by the Inuit party in which case the Vice-Chairman shall ex officio be a member.

22.3.3 Such members shall be appointed and replaced from time to time at the discretion of the respective appointing party. The appointing parties may upon unanimous consent increase or decrease the membership of the Advisory Committee.

22.3.4 The members of the Advisory Committee shall each have one (1) vote except as hereinafter provided otherwise:

a) When matters of exclusive provincial jurisdiction are being dealt with by the Advisory Committee, the members appointed by Canada including the Chairman of the Hunting, Fishing and Trapping Coordinating Committee, when he has been appointed by Canada shall not vote;

b) When matters of exclusive federal jurisdiction are being dealt with by the Advisory Committee, the members appointed by Québec including the Chairman of the Hunting, Fishing and Trapping Coordinating Committee, when he has been appointed by Québec, shall not vote;

c) When matters of joint or mixed federal and provincial jurisdiction are being dealt with by the Advisory Committee, the members appointed by Québec and the members appointed by Canada shall each have one (1) vote and the members appointed by the Cree Regional Authority shall each have two (2) votes, and the Chairman of the Hunting, Fishing and Trapping Coordinating Committee shall have a vote.

22.3.5 The respective parties shall appoint a Chairman and Vice-Chairman of the Advisory Committee from among their appointees in the following manner:

a) In the first year of the operation of the Advisory Committee, the Chairman shall be appointed by Québec and the Vice-Chairman shall be appointed by Canada;

b) In the second year of the operation of the Advisory Committee, the Chairman and Vice-Chairman shall be appointed by the Cree Regional Authority;

c) In the third year of the operation of the Advisory Committee, the Chairman shall be appointed by Canada and the Vice-Chairman shall be appointed by Québec;

d) In the fourth year of the operation of the Advisory Committee, the Chairman and Vice-Chairman shall be appointed as provided in b);

e) In subsequent years, the appointment of the Chairman and Vice-Chairman of the Advisory Committee shall take place in the sequence set forth in sub-paragraphs a), b), c) and d) of this paragraph;

f) In the absence of the Chairman at any meeting, an alternate Chairman shall be selected by and from among the members appointed by the party that appointed the Chairman;

g) The Vice-Chairman shall act as Chairman only when the Chairman does not have the right to vote pursuant to paragraph 22.3.4.

22.3.6 The Chairman and Vice-Chairman shall hold office for one (1) year.

22.3.7 The Advisory Committee may, from time to time, select from among its members such other officers as may be required to enable the Committee to fulfill its role and functions.

22.3.8 When matters of exclusive provincial jurisdiction or exclusive federal jurisdiction are being discussed, a quorum shall be five (5) members physically present provided that at least one (1) member appointed by each party whose members are entitled to vote is physically present.

22.3.9 When matters of joint provincial and federal jurisdiction are being discussed, a quorum shall be seven (7) provided at least one (1) member appointed by each party is physically present.

22.3.10 The quorums mentioned in the preceding paragraphs 22.3.8 and 22.3.9 may from time to time be changed with the unanimous consent of all members of the Advisory Committee.

22.3.11 A member of the Advisory Committee shall upon his appointment execute a written proxy in the form provided by the Advisory Committee in favour of the other members, including their replacements, appointed by the party that appointed the member executing the proxy. The holder of such a proxy shall have the right to vote and otherwise act in the place of the absent member from whom the proxy has been obtained, in addition to the voting and other rights that the member holding the proxy is entitled to exercise in his own right.

22.3.12 All decisions shall be decided by a majority of the votes cast.

22.3.13 The Chairman shall have, in the case of a tie vote, a second and deciding vote.

22.3.14 The Advisory Committee shall have a principal office within the Province of Québec, and may establish other offices within the said Province.

22.3.15 The Advisory Committee may establish and adopt by-laws regulating its own internal operations, including notice and place of meetings and other matters relating to the administration of the Advisory Committee. All members of the Advisory Committee shall be entitled to vote on such by-laws which shall be subject to the approval of each party to the Advisory Committee.

22.3.16 The Advisory Committee shall meet at least four (4) times annually.

22.3.17 The Chairman of the Advisory Committee shall convoke a special meeting of the Advisory Committee within twenty (20) days of receipt from any four (4) members of the Advisory Committee of a written request indicating the purpose of such meeting.

22.3.18 The Chairman or Vice-Chairman, as the case may be, shall preside over meetings of the Advisory Committee.

22.3.19 A secretariat shall be established for the Advisory Committee consisting of not more than five (5) full-time persons; however, the Advisory Committee may recommend an alteration to the size of the secretariat. The secretariat shall be responsible to and under the direction and control of the Advisory Committee. Québec and Canada shall equally maintain and equally fund the secretariat. The secretariat shall receive and distribute data to the members when appropriate, report the results of meetings and decisions of the Advisory Committee and perform such other functions as the Advisory Committee shall from time to time determine, pursuant to this Section.

22.3.20 An official record of minutes and decisions of the Advisory Committee shall be kept by the secretariat.

22.3.21 Agenda for meetings shall be prepared in advance and distributed to members by the secretariat.

22.3.22 Members of the Advisory Committee or the Advisory Committee itself may call upon other persons for expert advice or assistance. The remuneration and expenses of any such person shall be paid by the party appointing the member or members who requires the services of such person. The remuneration and expenses of such person shall be paid from the budget of the Advisory Committee if the services of such person have been requested by the Advisory Committee.

22.3.23 Each party shall pay the remuneration and expenses of the members it appoints.

22.3.24 The Advisory Committee shall be a consultative body to responsible governments and as such shall be the preferential and official forum for responsible governments in the Territory concerning their involvement in the formulation of laws and regulations relating to the environmental and social protection regime and as such shall oversee administration and management of the regime through the free exchange of respective views, concerns and information.

22.3.25 The Committee shall, with adequate justification, recommend to responsible governments legislation, regulations and other appropriate measures related to the environmental and social protection regime for enactment or action by the appropriate authority.

22.3.26 The Committee shall examine environmental and social laws and regulations existing from time to time relating to the effects of development as

well as existing land use regulations and procedures which might directly affect the rights of Native people established by and in accordance with Section 24 and this Section, and propose changes to responsible governments where appropriate.

22.3.27 The Committee shall examine and make recommendations respecting the environmental and social impact assessment and review mechanisms and procedures for the Territory.

22.3.28 The Committee shall be consulted from time to time on major issues respecting the implementation of the regime of the environmental and social protection and land use measures and may advise responsible concerned governments on the implementation of the environmental and social protection and land use regimes.

22.3.29 The Advisory Committee shall operate in accordance with the provisions of this Section.

22.3.30 All proposed regulations, measures and decisions of the Advisory Committee shall be communicated to the responsible government for attention, information and appropriate action.

22.3.31 Before submitting a regulation for enactment which relates only to the environmental and social protection regime and which is to apply only to Category II lands and/or Category I lands and/or Category III lands surrounded by Category I lands, the responsible Provincial or Federal Minister shall consult with the Advisory Committee provided that the failure to consult shall not invalidate the said regulations.

22.3.32 In the case of regulations recommended by the Advisory Committee which are to apply only to Category II lands and/or Category I lands and/or Category III lands surrounded by Category I lands, where the responsible Federal or Provincial Minister modifies or decides not to act upon such recommendations or decides to take new action, he shall before acting consult with the Advisory Committee provided that the failure to consult shall not invalidate the said regulations.

22.3.33 The James Bay Advisory Committee shall provide to the local government upon request technical and scientific information, advice or technical assistance, which it will obtain from the appropriate governmental agencies.

22.3.34 The Department of Lands and Forests shall when preparing a management plan for Crown forests and forestry operations, forward such management plan to the Advisory Committee for its consideration and comments before approving the said management plan. The said Committee shall make its comments, if any, known to the said Department within ninety (90) days.

22.4 Regulatory Power and Implementation in Categories I, II and III Lands

22.4.1 The local government shall have in Category I the by-law powers set forth in Sections 9 and 10.

22.4.2 All developments and activities in Category I lands shall have to meet all applicable provincial and federal environmental regulations and all applicable local government environmental and social and land use regulations.

22.4.3 Regulatory powers in Category II lands respecting land use and environmental and social protection shall be the responsibility of Québec or Canada as the case may be within their respective jurisdiction and shall be exercised in a manner consistent with the provisions of this Section.

22.4.4 All permissible developments and activities in Category II will have to meet all applicable Québec and Canada environmental, social and land use regulations.

22.4.5 In Category III lands, regulatory power shall be vested in the Lieutenant-Governor in Council or the Governor General in Council as the case may be subject to the provisions of Sub-Section 22.3 of this Section.

22.4.6 The administration and enforcement of the regulatory regime in Category III shall be the responsibility of Québec or Canada as the case may be.

22.5 Requirement for Impact Assessment and Review

22.5.1 All developments listed in Schedule 1 shall automatically be subject to the impact assessment and review procedures provided for herein. A proponent of a development contemplated by this paragraph shall submit a project description to the Administrator during the preliminary planning stage. This list shall be reviewed by the parties every five (5) years and may be modified by mutual consent of the parties as may be necessary in the light of technological changes and experience with the assessment and review process.

22.5.2 All developments listed in Schedule 2 shall not be subject to an impact assessment or review. This list shall be reviewed by the parties every five (5) years and may be modified by mutual consent of the parties as may be necessary in the light of technological changes and experience with the assessment and review process.

22.5.3 The provisions of paragraphs 22.5.4 to 22.5.17 shall apply in the Territory to all development other than that contemplated in paragraph 22.5.2.

22.5.4 In the case of development contemplated in paragraph 22.5.1, the Administrator shall decide, in a manner consistent with the provisions of this Sub-Section, and more particularly only after receiving the recommendation of the evaluating committee pursuant to paragraph 22.5.14, the extent of impact assessment which shall be required and the stages at which such assessment and review shall occur. The Administrator shall instruct or make recommendations to the proponent in accordance with the said decision.

22.5.5 The Administrator shall decide, in a manner consistent with the provisions of this Sub-Section, and more particularly only after receiving the recommendation of the evaluating committee pursuant to paragraph 22.5.13, whether a proposed development not contemplated in paragraph 22.5.1 or 22.5.2 shall be assessed and reviewed. In the event that the Administrator decides that a proposed development shall be assessed or reviewed he shall act in the manner stipulated in paragraph 22.5.4.

22.5.6 There is established an Evaluating Committee, an advisory body, which shall be under the administrative supervision of the James Bay Advisory Committee on the Environment. The Evaluating Committee shall have six (6) members. Québec, Canada and the Cree Regional Authority shall each appoint two (2) members. The remuneration of a member shall be paid for by the body that appoints such member.

22.5.7 The members of the Evaluating Committee shall each have one (1) vote except as hereinafter provided otherwise:

a) When development projects of exclusive provincial jurisdiction are being dealt with by the Evaluating Committee, the members appointed by Canada shall not vote;

b) When development projects of exclusive federal jurisdiction are being dealt with by the Evaluating Committee, the members appointed by Québec shall not vote;

c) When development projects of joint or mixed federal and provincial jurisdiction are being dealt with by the Evaluating Committee, the members appointed by the Cree Regional Authority shall each have two (2) votes. The members appointed by Québec and the members appointed by Canada shall each have one (1) vote unless otherwise agreed to by Québec and Canada. However, any change in the Federal/Provincial representation or the allocation of votes shall be without prejudice to the rights and guarantees in favour of the Crees established by and in accordance with this Section.

22.5.8 The respective parties shall appoint a Chairman and Vice-Chairman of the Evaluating Committee from among their appointees in the following manner:

a) In the first year of the operation of the Evaluating Committee, the Chairman shall be appointed by Québec and the Vice-Chairman shall be appointed by Canada;

b) In the second year of the operation of the Evaluating Committee, the Chairman and the Vice-Chairman shall be appointed by the Cree Regional Authority;

c) In the third year of the operation of the Evaluating Committee, the Chairman shall be appointed by Canada and the Vice-Chairman shall be appointed by Québec;

d) In the fourth year of the operation of the Evaluating Committee, the Chairman and the Vice-Chairman shall be appointed as provided for in b);

e) In subsequent years the appointment of the Chairman and Vice-Chairman of the Evaluating Committee shall take place in the sequence set forth in sub-paragraphs a), b), c) and d) of this paragraph.

22.5.9 The Chairman or the Vice-Chairman, as the case may be, of the Evaluating Committee, who shall hold office for one (1) year, shall have a second and deciding vote.

22.5.10 The Administrator shall in all cases contemplated by this Sub-Section consult with and take into consideration the advice of the Evaluating Committee.

22.5.11 The proponent shall submit to the Administrator the following preliminary information respecting the proposed development:

a) In the case of developments contemplated by paragraph 22.5.1;

i) Purpose of the project;

ii) Nature and extent of the proposed development;

iii) Intention to study alternative sites for development where appropriate;

iv) In the case when only one (1) alternative is proposed, reasons why no site alternatives are possible.

b) In the case of development not contemplated in paragraphs 22.5.1 and 22.5.2 information contemplated in i), ii), iii) and iv) above and in addition information and technical data adequate to permit a gross assessment of environmental and social impact of the project by the Evaluating Committee and the Administrator.

22.5.12 The Administrator shall forthwith transmit information referred to in paragraph 22.5.11 to the Evaluating Committee.

22.5.13 In the case of a development not contemplated in paragraphs 22.5.1 and 22.5.2, the Evaluating Committee shall determine if the proposed development may have a significant impact on the Native people, or on the wildlife resources of the Territory. On this basis, the Evaluating Committee shall recommend to the Administrator that either:

a) The development has no such significant impact, and may proceed without assessment and review, or

b) the development may have such a significant impact, and should be subject to assessment and review.

22.5.14 In the case of all developments subject to assessment and review pursuant to paragraph 22.5.1 or 22.5.13, the Evaluating Committee shall recommend the extent of impact assessment and review and whether or not a preliminary and/or a final impact statement should be done by the proponent.

22.5.15 The Administrator shall, consistent with the provisions of the Agreement, and in particular this Section, and after considering among other possible factors the said recommendations, decide as the case may be, whether or not assessment and review shall be required and/or the nature and extent of such assessment and review and shall act in the manner stipulated in paragraphs 22.5.4 or 22.5.5 as the case may be. In the event that the Administrator cannot accept the recommendations of the Evaluating Committee or wishes to modify such recommendations he shall, before deciding, consult with the Evaluating Committee so as to explain his position and discuss same before formally informing the proponent or taking action thereon.

22.5.16 The Administrator shall notify the proponent of his decision within thirty (30) days of receipt of the information stipulated in paragraph 22.5.11 unless in the opinion of the Administrator, who may receive advice from the Evaluating Committee, an additional period is required for evaluating or the information submitted by the proponent is not adequate to perform such evaluation. Such period and delay do not apply to developments being carried out by or on behalf of Federal Government departments or agencies.

22.5.17 The Administrator shall transmit his decision to the interested regional authorities. The information stipulated in paragraph 22.5.11 and the recommendations of the Evaluating Committee shall be available to the interested regional authority through its representatives on the Evaluating Committee. Such information or portion thereof may by exception be ordered withheld by the responsible Minister for reasons of national defence, national security or other justified reasons.

22.6 Preparation and Review of Impact Statements

22.6.1 An Environmental and Social Impact Review Committee (hereinafter referred to as "the Review Committee") is established which shall be the review body respecting development projects in the Territory involving provincial jurisdiction.

22.6.2 The Review Committee shall have five (5) members. Québec shall appoint three (3) members and the Cree Regional Authority shall appoint two (2) members. The Chairman shall be appointed by the Lieutenant-Governor in Council from among the members appointed by the Provincial Government. The remuneration of a member and his expenses shall be paid for by the body that appoints such a member. However, the expenses of the Cree representatives shall be part of the costs of the secretariat.

22.6.3 The Review Committee shall be provided with an adequate staff to fulfill its functions and such staff shall be maintained and funded by Québec, subject to the approval of the budget for same.

22.6.4 There is established an Environmental and Social Impact Review Panel (hereinafter referred to as "the Review Panel"), a Federal panel, which shall be the review body respecting development projects in the Territory involving Federal jurisdiction.

22.6.5 The Environmental and Social Impact Review Panel shall be composed of three (3) members appointed by the Federal Government and two (2) members appointed by the Cree Regional Authority. The Chairman shall be appointed by Canada. At the discretion of the Administrator the size of the Review Panel may be altered from time to time according to the extent of the project being reviewed provided that the same proportion of Federal and Cree representation is respected. The Review Panel shall be provided with an adequate staff to fulfill its functions and such staff shall be maintained and funded by Canada, subject to the approval of the budget for same. The renumeration of a member and his expenses shall be paid for by the body that appoints such a member. However, the expenses of the Cree representatives shall be part of the costs of the secretariat.

22.6.6 All procedures and requirements provided for in this Sub-Section and Sub-Section 22.7 shall apply equally in the case of review of development by the Environmental and Social Impact Review Committee or the Environmental and Social Impact Review Panel.

22.6.7 The Federal Government, the Provincial Government and the Cree Regional Authority may by mutual agreement combine the two (2) impact review bodies provided for in this Section and in particular paragraphs 22.6.1 and 22.6.4 provided that such combination shall be without prejudice to the rights and guarantees in favour of the Crees established by and in accordance with this Section.

Notwithstanding the above, a project shall not be submitted to more than one (1) impact assessment and review procedure unless such project falls within the jurisdictions of both Québec and Canada or unless such project is located in part in the Territory and in part elsewhere where an impact review process is required.

22.6.8 The proponent shall prepare a statement of Environmental and Social Impact which shall include any requirements pursuant to paragraph 22.5.15 or applicable laws or regulations and such other information as is referred to in Schedule 3, as is applicable under the circumstances.

22.6.9 The interested Cree community or communities through their local or regional government may make written representations to the proponent respecting the proposed development and may submit such written representations to the Review Committee or the Review Panel.

22.6.10 The proponent shall submit the impact statement of the proponent to the Administrator, who shall forthwith transmit it to the Review Committee or the Review Panel.

22.6.11 The Review Committee or the Review Panel shall transmit such impact statement to the Cree Regional Authority. Such information or portion thereof may by exception be ordered withheld by the responsible Minister for reasons of national defence, national security or other justified reasons.

22.6.12 Within the first thirty (30) days of the forty-five (45) day period, referred to at paragraph 22.6.14, the interested Cree community or communities through their respective local government or regional government may make representations to the Review Committee or the Review Panel. Such representations may be in written form, or where appropriate in oral form, and may include representations from interested individuals, if authorized by the interested local government. The Administrator may extend such period when such extension is justified by the nature or extent of the project. The Review Committee or the Review Panel shall be consulted and may make recommendations respecting such extension. Such delay does not apply to developments being carried out by or on behalf of Federal Government Departments or agencies. This paragraph shall not be construed as limiting the right of the responsible Administrator to authorize more extensive representations.

22.6.13 On the basis of the said impact statement and other information before it, the Review Committee or the Review Panel shall recommend whether or not the development should proceed and, if so, under what terms and conditions including, if appropriate, preventive or remedial measures, or whether the development should be subject to further assessment and review and, if so, the data or information required.

22.6.14 The recommendations of the Review Committee or the Review Panel shall be transmitted to the Administrator within forty-five (45) days of receipt of the impact statement unless an additional period has been agreed to by the Administrator when such additional period is justified by the nature and extent of the project or when in the opinion of the Administrator the said statement is inadequate. The Review Committee or the Review Panel shall be consulted and may make recommendations respecting requirements for such an additional period. Such period and delay do not apply to developments being carried out by or on behalf of Federal Government Departments or agencies.

22.6.15 The Administrator, consistent with the provisions of the Agreement, and in particular this Section, and after considering among other possible factors the recommendations of the Review Committee or the Review Panel shall:

a) In the case of an impact statement at a preliminary stage prepared pursuant to paragraph 22.5.15 or in the case of an inadequate statement, advised the proponent respecting the alternatives submitted or, further assessment required, or

b) In the case of an impact statement submitted at a stage where a final decision may be made, decide whether or not on the basis of the environmental and social impact considerations the development should proceed and if so upon what terms and conditions, including if appropriate, preventive or remedial measures.

22.6.16 If pursuant to sub-paragraph 22.6.15 a) the Administrator so decides, the proposed development shall be subject to the further impact assessment and review which may include the same information requirements, specifications for impact statements and procedures as are specified herein.

22.6.17 If the Administrator is unwilling or unable to accept any recommendations of the Review Committee or the Review Panel or wishes to modify such recommendations he shall, before deciding or, as the case may be, advising the proponent consult with the Review Committee or the Review Panel to explain his position and discuss such position with the Review Committee or the Review Panel.

22.6.18 The decision of the Administrator shall be transmitted to the proponent.

22.6.19 Subject to paragraph 22.7.2 the decision of the Administrator as to whether or not the development should proceed and if so under what terms and conditions shall bind the proponent who shall respect and give effect to such decision.

22.7 Final Provisions

22.7.1 If the proposed development is approved in accordance with the provisions of this Section, the proponent shall before proceeding with the work obtained where applicable the necessary authorization or permits from responsible Government Departments and Services. The Cree Regional Authority shall be informed of the decision of the Administrator.

22.7.2 Subject to the regime respecting Category I land provided for in Section 5, the Lieutenant-Governor in Council or Governor in Council may for cause authorize a development which has not been authorized pursuant to Sub-Section 22.6 or alter the terms and conditions established by the Administrator pursuant to Sub-Section 22.6.

22.7.3 In the event that a proposed development not authorized to proceed pursuant to Sub-Section 22.6 is subsequently approved by the Lieutenant-Governor in Council or Governor in Council, or in the event that the Lieutenant-Governor in Council or Governor in Council alters the terms and conditions established by the Administrator, the Administrator after consulting with the Review Committee or the Review Panel may recommend to the Lieutenant-Governor in Council or Governor in Council the necessary environmental and social protection measures which should be respected by the proponent.

22.7.4 The environmental and social impact assessment review procedures shall be without prejudice to the legal rights and recourses of the Native people and proponents.

22.7.5 Nothing in the present Section shall be construed as imposing an impact assessment review procedure by the Federal Government unless required by Federal law or regulation. However, this shall not operate to preclude Federal requirement for an additional Federal impact review process as a condition of Federal funding of any development project.

22.7.6 The environmental and social impact assessment and review procedure which requires the establishment of the Evaluating Committee, the Review Committee and Review Panel shall be fully operative within a period of four (4) months following the date of coming into force of the Agreement. Between the date of the coming into force of the Agreement and the time that these committees become operative, the Administrator shall assume the responsibilities of the said committees.

22.7.7 Any development which has been approved or authorized by the Administrator before the date of coming into force of the Agreement by legislation, will not be subjected to the assessment and review procedure provided for in this Section. During this period, the environmental protection law will apply to the Territory and the parties to the Agreement will respect the

interim measures described below. These interim measures shall apply to the Territory. They shall not apply to Le Complexe La Grande (1975), already agreed to in the Agreement, to projects of third parties not signatory to the Agreement, except those acting as agents, contractors, or sub-contractors to the parties in the Agreement and to mining investigations and mining explorations.

The parties to the Agreement will be subjected to the following interim measures:

a) they will continue to incorporate environmental and social considerations in the planning of their future development which could potentially have a significant impact on Native people and the environment;

b) prior to any construction and/or decision to construct new development, they will inform and consult the other parties at an appropriate time for meaningful consultation in connection with such development as follows:

- the developer will provide a general description of the project together with its assessment of the project impact on the Native people referred to above and on the environment related thereto;

- the Native people will then be given the opportunity to discuss this assessment within reasonable delays;

- if there is objection to the proposed project in account of a disagreement on the impact assessment, and any proposed remedial action, and that discussion has not resolved such disagreement, the Native people and the proponent shall formulate their objections and their justifications and refer the whole matter to the Administrator;

c) they will provide information on field investigation of projects when the nature of these investigations might significantly affect Native rights contemplated in the Agreement and will discuss such activities with the Native people where considered appropriate by any party to the Agreement;

d) upon specific request from the Native parties, the Departments of Natural Resources, Lands and Forests, and Environment Protection Services, will supply information available to them with respect to projects of third parties;

e) they will take appropriate measures to make sure that all applicable environmental laws and regulations and existing government policies are respected;

f) nothing in the foregoing shall prejudice the right of the Federal and Provincial authorities to withhold information, the disclosure of which would be contrary to any existing law and regulation or to the interests of national security.

Notwithstanding paragraphs 22.7.6 and 22.7.7, Québec and Canada shall forthwith upon the execution of the Agreement, take the necessary measures to implement the provisions of Sub-Section 22.3 of this Section respecting the James Bay Advisory Committee, with the exception of the provisions respecting the secretariat. Notwithstanding paragraphs 22.6.6 and 22.6.7, with respect to development projects falling under the Federal review process, Canada shall, during the transitional period referred to in Section 2 of the Agreement, continue in respect to Federal projects and Federal jurisdictions to exercise unilaterally existing Federal review processes and procedures with Cree participation.

22.7.8 Notwithstanding any of the interim measures referred to in this Section, nor the implementation thereof, nothing in the present Section shall be construed as constituting a recognition of any right of the Native people in the event that the Agreement does not come into force in accordance with the provisions in Section 2 of the Agreement.

22.7.9 The interim measures provided for in this Section shall not give rise to any right in favour of any Native person to invoke any or all of the interim measures in legal proceedings before the Courts in and of Québec.

22.7.10 The provisions of this Section can only be amended with the consent of Canada and the interested Native party, in matters of federal jurisdiction, and with the consent of Québec and the interested Native party, in matters of provincial jurisdiction.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec in matters of provincial jurisdiction, and by Parliament in matters of federal jurisdiction.

Future Developments Automatically Subject to Assessment

1. All New Major Mining Operations Excluding Explorations.

2. Siting and Operation of Major Sand and Gravel Pits and of Quarries.

3. Energy Production:

a) Hydro-electric power plants and their associated works.

b) Storage and water supply reservoirs.

c) Transmission lines of 75 kilovolts and above.

d) Extraction and processing of energy yielding materials.

e) Fossil-fuel fired power generating plants above three thousand (3,000) kilowats.

4. Forestry and Agriculture:

a) Major access roads built for extraction of forest products.

b) Pulp and paper mills or other forestry plants.

c) In general, any significant change in land use substantially affecting more than 25 square miles.

5. Community and Municipal Services:

a) new major sewage and waste water collection and disposal systems.

b) solid waste collection and disposal, including land fill and incineration.

c) proposals for parks, wilderness areas, ecological reserves or other similar land classifications.

d) new outfitting facilities for more than thirty (30) persons, including networks of outpost camps.

e) new communities or significant expansion of existing communities.

6. Transportation:

a) access roads to and near Native communities.

b) port and harbour facilities.

c) airports.

d) railroads.

e) road infrastructure for new development.

f) pipelines.

g) dredging operations for navigation improvements.

Future Development Exempt from the Requirement for Impact Assessment

a) Any development within the limits of non-Native communities not directly affecting the wildlife resources outside these limits;

b) small hotels, motels, service stations and similar structures on provincial or lesser highways;

c) structures intended for dwellings, wholesale and retail trade, garages, offices or handicrafts and car parks;

d) fossil-fuel fired power generating systems below three thousand (3,000) kilowatts.

e) the following immoveables:

teaching establishments, banks, fire stations, immoveables intended for administrative, recreational, cultural, religious, sports and health purposes and immoveables and equipment used for telecommunications;

f) the construction, modification, restoration, relocation or putting to another purpose of control and transformer stations of seventy-five (75) kilovolts or under and transport and electric power transmission lines of a voltage of seventy-five (75) kilovolts or under;

g) the construction and extension of a pipe main of less than thirty (30) centimetres in diametre to a maximum length of five (5) miles;

h) preliminary investigation, research, experiments outside the plant, survey and technical survey works prior to any project, work or structure;

i) forestry development when included in governmental approved management plans, subject to the provisions of paragraph 22.3.34 of this Section;

j) municipal streets and sidewalks build in accordance with municipal by-laws, and operation and maintenance of roads and highway structures;

k) repairs and maintenance on existing municipal works;

l) temporary hunting, trapping, harvesting camps; outfitting facilities for less than thirty (30) persons;

m) small wood cuttings for personal and community use;

n) borrow pits for highway maintenance purposes.

The foregoing shall not be construed as restricting the requirements for environmental impact assessment under the Federal impact assessment and review process for Federal projects.

Contents of an Environmental and Social Impact Statement

I Introduction

This Schedule describes the objectives, preparation and contents of an environmental and social impact statement prepared pursuant to this Section of the Agreement. In the exercise of his functions, and duties pursuant to this Section of the Agreement, the Administrator shall give due consideration to the provisions of this Schedule but shall not be restricted or bound by or to the said provisions.

The environmental and social impact assessment procedure provides for the Administrator pursuant to paragraphs 22.5.15, 22.6.15 and 22.6.16 to instruct or make recommendations to the proponent respecting the preparation of a preliminary or a final impact statement.

The preliminary environmental and social impact statement will evaluate site alternatives for the development and provide information for the determination of the need for final statement of the retained alternative. The preliminary statement should be based on existing information and on information from reconnaissance or survey studies.

The final or detailed environmental and social impact statement of the retained alternative would be based on a much deeper knowledge of the environmental and social implications of the development.

The inclusion of specified items in the preparation of an impact statement will depend upon the nature and extent of the proposed development. Items potentially affected should be included in the report. Pursuant to paragraphs 22.5.15, 22.6.15 and 22.6.16, the Administrator may decide to what extent these guidelines for contents are appropriate in specific cases, and should be incorporated into a given impact statement.

II Objectives

An impact statement should identify and assess clearly and in as factual a manner as possible, the environmental and social impacts induced by the project, especially those on the Cree populations potentially affected.

The main objectives of an environmental and social impact statement are to ensure that:

- Environmental and social considerations form an integral part of the proponent's planning and decision-making process.
- Potential environmental and social impacts resulting from development are identified as systematically as possible.
- Alternatives to the proposed action, including alternatives to individual elements of large scale projects, will be evaluated with a view to minimizing within reason impacts on Native people and wildlife resources and maintaining the quality of the environment.
- Remedial or preventive measures will be incorporated into proposed development so as to minimize within reason expected negative impacts.
- The Review Committee, the Review Panel and the Administrator are adequately informed to be able to take the decisions for which they are responsible under this Section.

In general, the impact assessment procedure should contribute to a further understanding of the interactions between Native people, the harvesting of wild life resources and the economic development of the Territory, and also to promote understanding of ecological processes.

The impact statement is expected to be short and concise and contain an adequate guide to the contents and to the conclusions of the study, and it should also contain a clear summary containing the essential arguments and findings of the proponent. The statement may be in French or in English at the option of the proponent.

III Contents

The following outline gives the major headings that should be included in any impact statement.

1. *Description of the Project.*

The following should be included in the project description:
a) Purpose and objectives.
b) Location or alternative locations being considered.
c) Identification of area and human populations potentially affected by each project location being considered.
d) Physical plant, activities involved in construction phase of development, including an estimate of size and composition of work force.
e) Material/energy balance for the plant (Input/Output).
f) Physical and human requirements for operation phase of the project.
g) Possible future phases of the development.

2. *Environmental and Social Setting*

The state of the environmental and social setting should be described before the proposed development begins, in order to have a reference point for the evaluation of the impacts of the development.

The description should not only include the identification and description of the components identified below, but should equally consider their ecological relationships, their interaction, and when appropriate, their scarcity, sensitivity, productivity, variety, evolution, location, etc. The level of details provided in the description should be based upon the importance, and the implications of the specific impacts involved.

The following is a representative list of the items that could be considered in the environmental and social setting. Any item potentially affected should be included.

Environmental Conditions

Lands	*Water*	*Air*
Physical: – topography – geology – soil and drainage	Physical: – hydrology – quality	Climate
Vegetation	Vegetation	Micro-climate
Fauna	Fauna	Quality

Social Conditions

Populations:
– demography
– residence
– ethnic composition

Land Use:
– settlements and habitations
– basic utilities
– roads
– harvesting patterns
– known archaeological sites
– cemetery and burial sites

Harvesting:
– use of various species
– importance

Income and Employment:
– standard of living
– employment
– enterprises

Institutions:
– education
– utilities
– transportation
– other service institutions

Health and Safety

Social organization:
– family
– community
– ethnic relations

Culture:
– values
– goals and aspirations.

3. *Predicting and Evaluating Probable Impacts*

This part of the Schedule involves the identification, evaluation and synthesis of impacts associated with the headings referred to in the part of this Schedule entitled "Environmental and Social Setting".

The proponent may, at his discretion, include in his statement a section on information and questions submitted by the community potentially affected. Where he considers it appropriate the proponent may discuss and comment upon such information or questions.

This section of the statement should consider, whenever appropriate, direct, indirect and cumulative impacts; short term and long term impacts; reversible or irreversible impacts. Attention should also be given to impacts occurring at different phases of the development, and on different scales, i.e. local, regional or national scale.

The proponent should in his prediction and evaluation of impacts discuss the reliability and adequacy of the information used, limitations imposed upon his study by the unavailability of information, and areas of significant uncertainty and risk.

4. *Alternatives to the Proposed Project*

When justified by the nature of the project, there should be a section which explores and objectively assesses the impact on the Native people and on the environment of reasonable site alternatives of the project in the Territory and/or of reasonable alternatives to certain elements of the proposed project. These alternatives should be considered with a view to optimize as much as reasonably possible the positive effect of the development on the environment, taking into account environmental, socio-economic and technical considerations and to minimize negative impacts including impacts on the affected population, as reasonably as possible. Where the gross impact of alternative actions differs significantly, the analysis should be sufficiently detailed to permit the comparative assessment of the costs, benefits, and the environmental risk to the different interested populations between the proposed project and the available options.

5. *Corrective and Remedial Measures*

The proponent should include in the statement a section identifying and evaluating reasonable remedial or corrective measures which should reduce or alleviate the negative impact of the proposed development on Native people, wildlife resources of the Territory and the quality of the environment in general. Measures aimed at enhancing positive impacts induced by the project should also be included in this section.

Section 23 Environment and Future Development North of the 55th Parallel

23.1 Definitions

For the purposes of this Section:

23.1.1 "Development" or "Development Project" shall mean a project consisting of any work, undertaking, structure, operation or industrial process which might affect the environment or people of the Region, exclusive of the operation and maintenance of such project after construction. However, the planned operation of such project shall form part of the considerations in the assessement and review procedures provided for in this Section;

23.1.2 In the case of matters respecting federal jurisdiction, "Administrator" or "Federal Administrator" means the Federal Minister of Environment or any other person or persons authorized from time to time by the Governor in Council to exercise functions described in this Section;

23.1.3 "Impact assessment" or "assessment" means that part of the process consisting of studies by which developments are subject to varying degrees of identification, description, and evaluation in order to determine the beneficial and adverse effect of such developments and their alternatives on the environment and the people;

23.1.4 "Impact statement" or "statement" means the report prepared by the proponent in accordance with this Section.

23.1.5 "Proponent" means a person responsible and duly mandated to carry out an impact statement required pursuant to this Section and for the execution of the development;

23.1.6 In the case of matters respecting provincial jurisdiction, "Administrator" or "Québec Administrator" means the director of the Québec Environmental Protection Service or his successor, or any person or persons authorized from time to time by the Lieutenant-Governor in Council to exercise functions described in this Section;

23.1.7 "Québec Minister" means the Québec minister responsible for the protection of the environment;

23.1.8 "Region" means the area in Québec north of the 55th parallel of latitude, excluding Category I lands and Category II lands of the Crees of Great Whale;

23.2 General Provisions

23.2.1 The environmental and social protection regime applicable in the Region shall be established by and in accordance with the provisions of this Section.

23.2.2 The said regime provides for:

a) A procedure whereby environmental and social laws and regulations and land use regulations may from time to time be adopted if necessary to minimize the negative impact of development in or affecting the Region upon the Native people and the wildlife resources of the Region;

b) An environmental and social impact assessment and review procedure established to minimize the negative environmental and social impact of development on the Native people and the wildlife resources of the Region;

c) A special status and involvement for the Native people and the other inhabitants of the Region over and above that provided for in procedures involving the general public through consultation or representative mechanisms wherever such is necessary to protect or give effect to the rights and guarantees in favour of the Native people established by and in accordance with the Agreement;

d) The protection of the rights and guarantees of the Native people established by and in accordance with Section 24;

e) The protection of the Native people, their economies and the wildlife resources upon which they depend;

f) The right to develop in the Region.

23.2.3 All applicable federal and provincial laws of general application respecting environmental and social protection shall apply in the Region to the extent that they are not inconsistent with the provisions of the Agreement and in particular of this Section. If necessary to give effect to this Section of the Agreement, Québec and Canada shall take the required measures to adopt suitable legislation and regulations for such purpose.

23.2.4 The concerned responsible governments and the agencies created in virtue of this Section shall within the limits of their respective jurisdictions or functions, as the case may be, give due consideration to the following guiding priciples:

a) The protection of Native people, societies, communities and economies, with respect to developmental activity affecting the Region;

b) The environmental and social protection regime with respect to minimizing the impacts on the Native people by developmental activity affecting the region;

c) The protection of the hunting, fishing and trapping rights of Native people in the Region and their other rights therein with respect to developmental activity affecting the Region;

d) The protection of wildlife resources, physical and biotec environment, and ecological systems in the Region with respect to developmental activity affecting the Region;

e) The involvement of the Native people and other inhabitants of the Region in the application of this regime;

f) The rights and interests of non-Native people, whatever they may be;

g) The right to develop, in accordance with the provisions of the Agreement, by persons acting lawfully in the Region;

h) The minimizing of negative environmental and social impacts of development on Native people and non-Native people and on Native and non-Native communities by reasonable means with special reference to those measures proposed, recommended or determined by the impact assessment and review procedures.

23.3 Provincial Environmental and Social Impact Assessment and Review

23.3.1 The Environmental Quality Commission (hereinafter referred to as the "EQC") is hereby established.

23.3.2 The EQC shall be the preferential and official body responsible as provided herein for participation in the administration and supervision of the environmental and social impact assessment process in the Region with respect to matters and to development projects within provincial jurisdiction.

23.3.3 The EQC shall have nine (9) members. Four (4) members shall be appointed by the Kativik Regional Government referred to in Section 13 (hereinafter referred to as the "Regional Government"), of whom at least two (2) shall be Inuit resident in the Region, or their duly authorized representatives, and four (4) members shall be appointed by Québec.

In addition, a chairman shall be appointed by Québec which person must be acceptable to the Regional Government. All members shall have one vote save for the chairman who shall vote only in the case of a deadlock.

23.3.4 The members shall be appointed and replaced from time to time by the respective appointing parties.

23.3.5 The quorum for any EQC meeting shall be five (5) members physically present of whom at least two (2) shall be Regional Government appointees and at least two (2) shall be Québec appointees.

23.3.6 Québec shall maintain and adequately fund the EQC and its staff in order to properly carry out its responsiblities subjet to approval of the budget for same. Salaries and expenses of the members of the EQC shall be the responsiblity of the parties appointing them. The staff shall be responsible to and under the direction and control of the EQC.

23.3.7 The members may on approval of the EQC consult and retain the services of experts as they deem necessary, subject to budget approval for same.

23.3.8 A record of all decisions of the EQC and all data related thereto shall be retained and made available at its principal office.

23.3.9 All decisions of the EQC shall be decided by a majority of the votes cast at any meeting.

23.3.10 The EQC shall have a principal office within the Province of Québec and may establish other offices within the said Province.

23.3.11 The EQC may establish and adopt rules regulating its internal operations and governing its involvement in the assessment process pursuant to its functions, and such rules shall be subject to the approval of the parties naming the members of the Commission.

23.3.12 All developments listed in Schedule 1 shall automatically be subject to the impact assessment and review procedures provided for herein.

The list of developments in Schedule 1 shall be reviewed by Québec and the Regional Government every five (5) years and may be updated or modified by mutual consent of the parties as may be necessary in the light of technological changes and experience with the assessment and review process.

23.3.13 The developments listed in Schedule 2 shall not be subject to an assessment or review.

The list of developments in Schedule 2 shall be reviewed by Québec and the Regional Government every five (5) years and may be updated or modified by mutual consent of the parties as may be necessary in the light of technological changes and experience with the assessment and review process.

23.3.14 All developments not subject to paragraphs 23.3.12 or 23.3.13 shall be screened by the EQC for a determination as to whether or not they shall be subject to the assessment and review process. In this regard, the decision of the EQC is final, subject to paragraph 23.3.24.

23.3.15 Whatever other types of approvals, licenses, or permits that may be obtained in relation to a development subject to the assessment and review process, such development may not proceed until the conditions of this Section pursuant to such process have been complied with.

If a development is subject to the assessment and review process then the process must be completed and a decision made as to whether or not and upon what terms the development should proceed before any government funds or loans are given save if the Minister responsible for such funds or loans decides otherwise.

However, these restrictions shall not prevent the proponent from obtaining approvals, loans or other funds or guarantees in relation to a feasibility study, including research, or in relation to any matter necessary to comply with the assessment and review process before the development has been approved to proceed.

23.3.16 Impact assessment by the proponent and review procedures by the EQC shall be carried out at the earliest practicable point in time.

23.3.17 The EQC shall make recommendations to the Québec Administrator regarding the contents of any impact statement to be submitted by any proponent pursuant to this Section. The Québec Administrator shall decide on such contents based upon the guidelines set forth in Schedule 3 of this Section and other relevant factors and advise the proponent accordingly.

23.3.18 The Québec Administrator shall determine whether or not an impact statement is adequate and may require the proponent to provide further information and undertake further studies.

23.3.19 The EQC shall take into account, but shall not be limited to, when evaluating or assessing each impact statement, the following considerations and shall give in its discretion such weight to each consideration as it deems appropriate:

a) The environmental and social impact of the development both beneficial and adverse;

b) Environmental adversities which cannot be avoided through present technological means and environmental adversities which were chosen not to be fully abated and the proponent's proposals to counterbalance such adversities;

c) Reasonable measures available to avoid or minimize adverse effects or to enhance beneficial effects;

d) Reasonable alternatives to the development as proposed and when appropriate reasonable alternatives to the proposed development;

e) The methods and procedures outlined by the proponent to adequately monitor emissions of contaminants or other environmental problems, where required;

f) Relationship of the proposed development to applicable existing or proposed environmental laws and regulations;

g) The methods or procedures outlined by the proponent to be put into effect in the event of accidents.

23.3.20 The EQC shall, taking into account the above guiding principles, decide whether or not a development may be allowed to proceed by the Québec administrator and what conditions, if any, shall accompany such approval or refusal.

23.3.21 The decision of the EQC pursuant to paragraph 23.3.20 shall be transmitted to the Québec Minister and to the Québec Administrator. The Québec Administrator if he accepts the decision of the EQC shall put it into force.

If the Québec Administrator does not accept the decision of the EQC, he may only modify it, change it or decide otherwise with the prior approval of the Québec Minister.

23.3.22 The final decision of the Québec Administrator pursuant to paragraph 23.3.21 shall be transmitted to the proponent, the EQC, the Québec Minister and the appropriate official of the Regional government.

23.3.23 Subject to paragraph 23.3.24, the decision taken pursuant to paragraph 23.3.21 shall bind the proponent who shall respect and give effect to such decision.

23.3.24 The Lieutenant-Governor in Council may for cause authorize a development which has not been authorized pursuant to paragraph 23.3.21 or alter the terms and conditions established therefor or exempt a specific development permanently or temporarily from the application of the impact assessment procedure or any part thereof where he deems it necessary in the public interest.

23.3.25 Upon compliance by the proponent with the provisions of paragraphs 23.3.17 and 23.3.18, the EQC shall render a decision:

a) Within ninety (90) days for developments contemplated by paragraph 23.3.12;

b) Within 45 days for developments contemplated by paragraph 23.3.14.

The Québec Administrator may extend the periods specified in a) and b) when such extension is justified by the nature or extent of the development.

23.3.26 At any time prior to the decision under paragraph 23.3.21, the proponent shall bring to the attention of the EQC any errors, inadequacies, inconsistencies or new circumstances which are likely to cause a significant negative impact and which were not given due consideration in the impact statement.

23.3.27 Interested persons, groups or communities may submit written representations to the EQC with respect to any development and the EQC, at its discretion, may invite interested persons, groups or communities to make representations to the EQC with respect to any development.

23.3.28 The EQC shall be entitled to receive information ordinarily available from the responsible government departments and agencies concerning activities in or affecting the Region, useful or necessary to the pursuit of the objects of the EQC.

23.3.29 Any permits, licenses or approvals issued by the responsible government department shall not be construed as an exemption from the final decision referred to in paragraph 23.3.21.

23.3.30 The Québec Administrator, in collaboration when necessary with the EQC, shall ensure that the plans and specifications for construction of the development and the operation thereof conform to the terms and conditions, if any, established by the assessment process.

23.4 Federal Environmental and Social Impact Assessment and Review

23.4.1 All developments or development projects in the Region, subject to federal jurisdiction, including those of Canada, its agencies and those acting on their behalf, shall be subject to the federal impact assessment process in accordance with the provisions of this Sub-Section except when, in the opinion of the federal administrator, the same assessment process provides for Native involvement to at least the degree provided in this Section, or when the provisions of paragraph 23.7.5 are applied.

23.4.2 There is established a Screening Committee (hereinafter called the "Screening Committee"), an advisory body, which shall be under the administrative supervision of the Review Panel, referred to in 23.4.11. The Screening Committee shall have four (4) members. Canada and the Regional Government shall each appoint two (2) members. The remuneration of a member shall be paid for by the body that appoints such member.

23.4.3 All developments contemplated by paragraph 23.4.1 other than those listed in Schedule 1 and Schedule II shall be screened by the Screening Committee of the Review Panel.

23.4.4 The members of the Screening Committee shall each have one (1) vote.

23.4.5 A Chairman shall be appointed from among their appointees in the following manner:

a) In the first year of the operations of the Screening Committee, the Chairman shall be appointed by the Regional Government;

b) In the second year of the operations of the Screening Committee, the Chairman shall be appointed by Canada;

c) In subsequent years the appointment of the Chairman of the Screening Committee shall take place in the sequence set forth in sub-paragraphs a) and b) of this paragraph.

23.4.6 The Chairman of the Screening Committee, who shall hold office for one (1) year, shall have a second and deciding vote.

23.4.7 The Administrator shall in all cases contemplated by this Sub-Section consult with and take into consideration the advice of the Screening Committee.

23.4.8 In the case of all developments subject to screening pursuant to paragraph 23.4.3, the Screening Committee shall recommend to the Federal Administrator whether or not a preliminary and/or a final impact statement should be done by the proponent and if required, the extent of such impact assessment and review.

23.4.9 The Federal Administrator shall, consistent with the provisions of this Section, and after considering among other possible factors the said recommendations, decide as the case may be, whether or not an assessment and review shall be required and/or the nature and extent of such assessment and review. In the event that the Federal Administrator cannot accept the recommendations of the Screening Committee or wishes to modify such recommendations he shall, before deciding, consult with the Screening Committee so as to explain his position and discuss same before formally informing the proponent or taking action thereon.

23.4.10 The Federal Administrator shall transmit his decision to the interested regional authorities and the recommendations of the Screening Committee shall be made available to the Regional Government through their representatives on the Screening Committee.

23.4.11 The Environmental and Social Impact Review Panel (hereinafter referred to as the "Review Panel") shall be the review body for all developments contemplated in paragraph 23.4.1.

23.4.12 The Review Panel shall be composed of three members appointed by Canada and two members appointed by the Regional Government, which latter members must be Native people or their duly authorized representatives. The Chairman shall be appointed by Canada.

The size of the Review Panel may be altered from time to time at the discretion of the Federal Administrator provided that the same proportion of representation for Canada and the Regional Government is retained.

The Review Panel shall be provided with an adequate staff to fulfill its functions and such staff shall be maintained and funded by Canada. The remuneration of a member of the Review Panel and his expenses shall be paid for by the body which appoints such member. However, the expenses of the members appointed by the Regional Government or their duly authorized representatives on such panel shall be borne by the secretariat of the Advisory Committee referred to in this Section.

23.4.13 Native people, or their duly authorized representatives, who are members of the Environmental Quality Commission may be appointed by the Regional Government to the Review Panel.

23.4.14 The Review Panel shall review all projects contemplated in 23.4.1 and listed in Schedule 1 in accordance with the applicable provisions of this Section, and all development or development projects referred to it by the Federal Administrator.

23.4.15 The proponents of all developments or development projects contemplated in paragraph 23.4.1 which are listed in Schedule 1 shall submit impact statements to the Environmental and Social Impact Review Panel.

23.4.16 The proponent shall prepare a statement of Environmental and Social Impact which shall include any requirements pursuant to paragraph 23.4.9 and/or specific guidelines issued by the Review Panel, and requirements pursuant to any applicable laws and regulations and, where and if deemed advisable by the Review Panel, any of the elements referred to in Schedule III.

23.4.17 The Native people and the communities, through the Regional Government may make written representations to the proponent respecting the proposed development and may submit written representations to the Review Panel.

23.4.18 The proponent shall submit its impact statement to the Federal Administrator, who shall forthwith transmit it to the Review Panel.

23.4.19 The Review Panel shall transmit such impact statement to the Regional Government. Such information or portion thereof may, by exception, be ordered withheld by the responsible Minister for reasons of national defence, national security or other justified reasons.

23.4.20 The interested persons, groups or communities by themselves or through their Regional Government may make representations to the Review Panel. Such representations may be in written form or where appropriate in oral form. This paragraph shall not be construed as limiting the right of the responsible Federal Administrator to authorize more extensive representations.

23.4.21 On the basis of the said impact statement and other information before it, the Review Panel shall recommend whether or not the development should proceed and, if so, under what terms and conditions including, if appropriate, preventive or remedial measures, or whether the development should be subject to further assessment and review and, if so, the data or information required.

23.4.22 The recommendations of the Review Panel shall be transmitted to the Federal Administrator.

23.4.23 The Federal Administrator, consistent with the provisions of this Section and after considering among other possible factors the recommendations of the Review Panel shall:

a) In the case of an impact statement at a preliminary stage prepared pursuant to this Section or in the case of an inadequate statement, advise the proponent respecting the alternatives submitted or, further assessment required or,

b) In the case of an impact statement submitted at a stage where a final decision may be made, decide whether or not, on the basis of the environmental and social impact considerations, the development should proceed and if so, upon what terms and conditions, including if appropriate, preventive or remedial measures.

23.4.24 If pursuant to paragraph 23.4.23 the Federal Administrator so decides, the proposed development shall be subject to further impact assessment and review which may include the same information requirements, specifications for impact statements and procedures as are specified herein.

23.4.25 If the Federal Administrator is unwilling or unable to accept any recommendations of the Review Panel or wishes to modify such recommendations he shall, before deciding or, as the case may be, advising the proponent consult with the Review Panel to explain his position and discuss such position with the Review Panel.

23.4.26 The decision of the Administrator shall be transmitted to the proponent.

23.4.27 The decision of the Administrator as to whether or not the development should proceed and if so under what terms and conditions shall bind the proponent who shall respect and give effect to such decision.

23.4.28 If the proposed development is approved in accordance with the provisions of this Section, the proponent shall before proceeding with the work, obtain where applicable the necessary authorization or permits from responsible Government Departments and Services. The Regional Government shall be informed of the decision of the Federal Administrator.

23.4.29 The Governor in Council may for cause authorize a development which has not been authorized pursuant to this Section or alter the terms and conditions established by the Federal Administrator pursant to this Section.

23.4.30 In the event that a proposed development not authorized to proceed pursuant to this Section is subsequently approved by the Governor in Council, or in the event that the Governor in Council alters the terms and conditions established by the Federal Administrator, the Federal Administrator after consulting with the Review Panel may recommend to the Governor in Council the necessary environmental and social protection measures which should be respected by the proponent.

23.5 Environmental Advisory Committee

23.5.1 An Environmental Advisory Committee (hereinafter referred to as the "Advisory Committee"), a body made up of members appointed by the Regional Government, Canada and Québec is established.

23.5.2 The Advisory Committee shall have nine members. The Regional Government, Québec and Canada shall each appoint three menbers.

23.5.3 Such members shall be appointed and replaced from time to time at the discretion of the respective appointing party. The appointing parties may upon unanimous consent increase or decrease the membership of the Advisory Committee.

23.5.4 The members of the Advisory Committee shall each have one (1) vote except as hereinafter provided otherwise:

a) When matters of exclusive provincial jurisdiction are being dealt with by the Advisory Committee, the members appointed by Canada shall not vote;

b) When matters of exclusive federal jurisdiction are being dealt with by the Advisory Committee, the members appointed by Québec shall not vote;

c) When matters of joint or mixed federal and provincial jurisdiction are being dealth with by the Advisory Committee, the members appointed by Québec and Canada shall each have one (1) vote and the members appointed by the Regional Government shall each have two (2) votes.

23.5.5 The respective parties shall appoint a Chairman and Vice-Chairman of the Advisory Committee from among their appointees in the following manner:

a) In the first year of the operation of the Advisory Committee, the Chairman shall be appointed by Québec and the Vice-Chairman shall be appointed by Canada;

b) In the second year of the operation of the Advisoy Committee, the Chairman and Vice-Chairman shall be appointed by the Regional Government;

c) In the third year of the operation of the Advisory Committee, the Chairman shall be appointed by Canada and the Vice-Chairman shall be appointed by Québec;

d) In the fourth year of the operation of the Advisory Committee, the Chairman and Vice-Chairman shall be appointed as provided in b);

e) In subsequent years, the appointment of the Chairman and Vice-Chairman of the Advisory Committee shall take place in the sequence set forth in sub-paragraphs a), b), c) and d) of this paragraph;

f) In the absence of the Chairman at any meeting, an alternate Chairman shall be selected by and from among the members appointed by the party that appointed the Chairman;

g) The Vice-Chairman shall act as Chairman only when the Chairman does not have the right to vote pursuant to paragraph 23.5.4.

23.5.6 The Chairman and Vice-Chairman shall hold office for one (1) year.

23.5.7 The Advisory Committee may, from time to time, select from among its members such other officers as may be required to enable the Committee to fulfill its role and functions.

23.5.8 When matters of exclusive provincial jurisdiction or exclusive federal jurisdiction are being discussed, a quorum shall be four (4) members physically present provided that at least one (1) member appointed by each party whose members are entitled to vote is physically present.

23.5.9 When matters of joint provincial and federal jurisdiction are being discussed, a quorum shall be six (6) provided at least one (1) member appointed by each party is physically present.

23.5.10 The quorums mentioned in the preceding paragraphs 23.5.8 and 23.5.9 may from time to time be changed with the unanimous consent of all members of the Advisory Committee.

23.5.11 A member of the Advisory Committee shall upon his appointment execute a written proxy in the form provided by the Advisory Committee in favour of the other members, including their replacements, appointed by the party that appointed the member executing the proxy. The holder of such a proxy shall have the right to vote and otherwise act in the place of the absent member from whom the proxy has been obtained, in addition to the voting and other rights that the member holding the proxy is entitled to exercise in his own right.

23.5.12 All decisions shall be decided by a majority of the votes cast.

23.5.13 The Chairman shall have, in the case of a tie vote, a second and deciding vote.

23.5.14 The Advisory Committee shall have principal office within the Province of Québec, and may establish other offices within the said Province.

23.5.15 The Advisory Committee may establish and adopt by-laws regulating its own internal operations, including notice and place of meetings and other matters relating to the administration of the Advisory Committee. All members of the Advisory Committee shall be entitled to vote on such by-laws which shall be subject to the approval of each party to the Advisory Committee.

23.5.16 The Advisory Committee shall meet at least four (4) times annually.

23.5.17 The Chairman of the Advisory Committee shall convoke a special meeting of the Advisory Committee within twenty (20) days of receipt from any three (3) members of the Advisory Committee of a written request indicating the purpose of such meeting.

23.5.18 The Chairman or Vice-Chairman, as the case may be, shall preside over meetings of the Advisory Committee.

23.5.19 A secretariat shall be established for the Advisory Committee consisting of not more than five (5) full-time persons; however, the Advisory Committee may recommend an alteration to the size of the secretariat. The secretariat shall be responsible to and under the direction and control of the Advisory Committee. Québec and Canada shall equally maintain and equally fund the secretariat. The secretariat shall receive and distribute data to the members when appropriate, report the results of meetings and decisions of the Advisory Committee and perform such other functions as the Advisory Committee shall from time to time determine, pursuant to this Section.

23.5.20 An official record of minutes and decisions of the Advisory Committee shall be kept by the secretariat.

23.5.21 Agenda for meetings shall be prepared in advance and distributed to members by the secretariat.

23.5.22 Members of the Advisory Committee or the Advisory Committee itself may call upon other persons for expert advice or assistance. The remuneration and expenses of any such person shall be paid by the party appointing the member or members who requires the services of such person. The remuneration and expenses of such person shall be paid from the budget of the Advisory Committee if the services of such person have been requested by the Advisory Committee.

23.5.23 Each party shall pay the remuneration and expenses of the members it appoints.

23.5.24 The Advisory Committee shall be a consultative body to responsible governments and as such shall be the preferential and official forum for responsible governments in the Region concerning their involvement in the formulation of laws and regulations relating to the Environmental and Social Protection Regime and as such shall oversee administration and management of the regime through the free exchange of respective views, concerns and information.

23.5.25 The Advisory Committee shall, with adequate justification, recommend to responsible governments legislation, regulations and other appropriate measures related to the Environmental and Social Protection Regime for enactment or action by the appropriate authority.

23.5.26 The Advisory Committee shall examine environmental and social laws and regulations existing from time to time relating to the effects of development as well as existing land use regulations and procedures which might directly affect the rights of Native people establised by and in accordance with Section 24 and this Section, and propose changes to responsible governments where appropriate.

23.5.27 The Advisory Committee shall examine and make recommendations respecting the Environmental and Social impact assessment and review mechanisms and procedures for the Region.

23.5.28 The Advisory Committee shall be consulted from time to time on major issues respecting the implementation of the Environmental and Social Protection Regime and land use measures and may advise responsible concerned governments on the implementation of the environmental and social protection and land use regimes.

23.5.29 The Advisory Committee shall operate in accordance with the provisions of this Section.

23.5.30 All proposed regulations, measures and decisions of the Advisory Committee shall be communicated to the responsible government for attention, information and appropriate action.

23.5.31 Before submitting a regulation for enactment which relates only to the Environmental and Social Protection Regime and which is to apply only to Category I and/or Category II lands and/or Category III lands surrounded by Category I lands, the responsible Provincial or Federal Minister shall consult with the Advisory Committee provided that the failure to consult shall not invalidate the said Regulations.

23.5.32 In the case of regulations recommended by the Advisory Committee which are to apply only to Category I and/or Category II lands and/or Category III lands surrounded by Category I lands, where the responsible Federal or Provincial Minister modifies or decides not to act upon such recommendations or decides to take new action, he shall before acting consult with the Advisory Committee provided that the failure to consult shall not invalidate the said regulations.

23.5.33 The Advisory Committee shall provide to the municipal corporations and to the Regional Government advice or technical assistance, which it will obtain from the appropriate governmental agencies.

23.5.34 The Department of Lands and Forests shall, when preparing a management plan for Crown forests and forestry operations, forward such management plan to the Advisory Committee for its consideration and comments before approving the said management plan. The said Committee shall make its comments, if any, known to the said Department within ninety (90) days.

23.6 Kativik Regional Development Council

23.6.1 The Kativik Regional Development Council (hereinafter called "Regional Council") shall hereby be established and its officers shall be elected as is ordinarily provided for such bodies.

23.6.2 The Regional Council shall be involved with the Office de planification et de développement du Québec (hereinafter called "OPDQ") and shall become the preferential consulting body of the latter, in matters related to public consultation and advice on development in the Region north of the 55th parallel.

23.6.3 The Regional Council shall be free to comment on all studies conducted in its Region, such as environmental studies and research, physical and socio-economic conditions related to development and to environment protection.

23.6.4 The Regional Council shall establish and adopt all by-laws necessary to conduct its own affairs.

23.6.5 The Regional Council shall have access to information ordinarily available from governments and from Crown Corporation and other agencies operating in its Region.

23.6.6 Local and regional governments shall make available to the Regional Council all documents ordinarily available and relating to the development of the Region, so as to discharge its functions in respect to Québec.

23.6.7 The Regional Council may apply for grants and sponsorings for studies and research purposes within the policies of the OPDQ and the CRD.

23.6.8 The Regional Council will encourage the implementation of an information system with Québec and its other agencies in order to facilitate communications.

23.6.9 As part of its duties, the Regional Council must consult the population and may hold public hearings if it considers it appropriate to do so.

23.6.10 This Sub-Section will not prevail on jurisdictions recognized under articles 137 and 138 of Schedule 2 of Section 12.

23.6.11 The Regional Council will be eligible, as of April 1, 1976, to a basic annual minimum grant of fifty thousand dollars ($50,000) subject to indexation generally followed by Québec; the grants mentioned in paragraph 23.6.7 will be added to the said annual minimum amount.

23.6.12 Each year, the Regional Council will submit to the Minister responsible for the OPDQ and to its president director general, a report on its past activities as well as its proposed activities in order to obtain an adequate budget for the subsequent year.

23.7 Final Provisions

23.7.1 The Environmental and Social impact assessment and review procedure which requires the establishment of the EQC, the Screening Committee and Review Panel shall be fully operative within a period of four (4) months following the date of coming into force of the Agreement. Between the date of the coming into force of the Agreement and the time that the EQC becomes operative, the Québec Administrator shall assume the responsibilities of the EQC insofar as possible.

23.7.2 Any development which has been approved or authorized by the Administrator before the date of coming into force of the Agreement by legislation, will not be subjected to the assessment and review procedure provided for in this Section. During the period between the execution of the Agreement and the date of coming into force of the legislation, the environmental protection law will apply to the Region and the parties to the Agreement will respect the interim measures described below, which shall not apply to projects of third parties not signatory to the Agreement, nor to mining investigation and mining exploration, except those acting as agents, contractors or sub-contractors to the parties in the Agreement.

The Administrator shall see to the application of all environmental laws and regulations necessary to implement, insofar as possible, within the framework of existing statutes and regulations, the provisions of this Section.

The parties to the Agreement will be subjected to the following interim measures:

a) they will continue to incorporate environmental and social considerations in the planning of their future development which could potentially have a significant impact on Native people and the environment;

b) prior to any construction and/or decision to construct new development, they will inform and consult the other parties at an appropriate time for meaningful consultation in connection with such development as follows:

- the developer will provide a general description of the project together with its assessment of the project impact on the Native people referred to above and one the environment related thereto;

- the Native people will then be given the opportunity to discuss this assessment within reasonable delays;

- if there is objection to the proposed project on account of a disagreement on the impact assessment, and any proposed remedial action, and that discussion has not resolved such disagreement, the Native people and the proponent shall formulate their objections and their justifications and refer the whole matter to the Administrator.

c) they will provide information on field investigation of projects when the nature of these investigations might significantly affect Native rights contemplated in the Agreement and will discuss such activities with the Native people where considered appropriate by any party to the Agreement;

d) upon specific request from the Native parties, the Departments of Natural Resources, Lands and Forests, and Environment Protection Services, will supply information available to them with respect to projects of third parties;

e) they will take appropriate measures to make sure that all applicable environmental laws and regulations and existing government policies are respected;

f) nothing in the foregoin shall prejudice the right of the Federal and Provincial authorities to withhold information, the disclosure of which would be contrary to any existing law and regulation or to the interests of national security.

23.7.3 Notwithstanding anything in this Section with respect to development projects falling under the Federal review process, Canada shall, during the transitional period referred to in this Sub-Section, continue in respect to Federal projects and Federal jurisdictions to exercise unilaterally existing Federal review processes and procedures with Inuit participation.

23.7.4 Nothwithstanding anything in this Section, Québec and Canada shall forthwith upon execution of the Agreement, take the necessary measures to implement the provisions of Sub-Section 23.5 of this Section respecting the Advisory Committee, with the exception of the provision respecting this secretariat.

23.7.5 Canada and Québec may by mutual agreement combine the two (2) impact review by the EQC and the Federal Review Panel referred to in this Section provided that such combination shall be without prejudice to the rights and guarantees in favour of the Inuit and other inhabitants of the Region established and in accordance with the provisions of this Section.

23.7.6 Notwithstanding the above paragraph, a project shall not be submitted to more than one (1) impact assessment and review procedure unless such project falls within the jurisdictions of both Québec and Canada or unless such project is located in part in the Region and in part elsewhere where an impact review process is required.

23.7.7 Nothing in the present Section shall be construed as imposing an impact assessment review procedure by the Federal Government unless required by Federal law or regulation. However, this shall not operate to preclude Federal requirement for an additional Federal impact review process as a condition of Federal funding of any development project.

23.7.8 Notwithstanding any provisions of this Sub-Section, nor the implementation thereof, nothing in the present Section shall be construed as constituting a recognition of any right of the Native people in the event that the Agreement does not come into force in accordance with the provisions in Section 2 of the Agreement.

23.7.9 The measures provided for in paragraphs 23.7.1, 23.7.2, 23.7.3 and 23.7.4 of this Sub-Section shall not give rise to any right in favour of any Native person to invoke any or all of the interim measures in legal proceedings before the Courts in and of Québec.

23.7.10 The provisions of this Section can only be amended with the consent of Canada and the interested Native party, in matters of federal jurisdiction, and with the consent of Québec and the interested Native party, in matters of provincial jurisdiction.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec in matters of provincial jurisdiction, and by Parliament in matters of federal jurisdiction.

Future Developments Automatically Subject to Environmental Impact Assessment

1. All mining developments. However, air and ground reconnaisance, survey, mapping and core sampling by drilling shall be permitted without the preparation of impact statements.

Any significant additions, alterations or modifications to existing mining developments.

2. Siting and operation of major sand and gravel pits and quarries.

3. Energy Production:
a) Hydro-electric power plants and nuclear installations and their associated works;
b) Storage and water supply reservoirs;
c) Transmission lines of 75 KV and over;
d) Extraction and processing of energy yielding materials;
e) Fossil-fuel fired power generating plants above three thousand (3,000) Kilowatts.

4. Forestry:
a) Major access roads built for extraction of forest products;
b) Wood, pulp and paper mills or other forestry plants;
c) In general, any significant change in land use substantially affecting more than 25 square miles.

5. Community and Municipal Services:
a) new significant sewage and waste water collection and disposal systems;
b) solid waste collection and disposal, including land fill and incineration;
c) proposals for parks, wilderness areas, ecological reserves or other similar land classifications;
d) new outfitting facilities for more than thirty (30) persons, including networks of outpost camps;
e) new towns, communities or municipalities or significant expansion thereof;

6. Transportation:
a) access roads to and near communities;
b) port and harbour facilities;
c) airports;
d) railroads;
e) road infrastructure for new development;
f) pipelines;
g) dredging operations for navigation improvements.

Future Developments Exempt from the Requirement for Impact Assessment

a) Any development within the limits of communities not directly affecting the wildlife resources outside these limits;
b) small hotels, motels, service stations and similar structures on provincial or lesser highways;
c) structures intended for dwellings, wholesale and retail trade, garages, offices or handicrafts and car parks;
d) fossil-fuel fired power generating systems below three thousand (3,000) kilowatts;
e) the following immoveables:

teaching establishments, banks, fire stations, immoveables intended for administrative, recreational, cultural, religious, sports and health purposes and immoveables and equipment used for telecommunications;
f) the construction, modification, restoration, relocation or putting to another purpose of control and transformer stations of seventy-five (75) kilovolts or under and transport and electric power transmission lines of a voltage of seventy-five (75) kilovolts or under;
g) the construction and extension of a pipe main of less than thirty (30) centimetres in diameter to a maximum length of five (5) miles;
h) preliminary investigation, research, survey and technical survey works prior to any project, work or structure;
i) forestry development when included in governmental approved management plans, subject to the provisions of paragraph 23.5.34 of this Section;
j) municipal streets and sidewalks built in accordance with municipal by-laws, and operation and maintenance of roads and highway structures;
k) repairs and maintenance of municipal works;
l) temporary hunting, trapping, harvesting camps; outfitting facilities for less than thirty (30) persons;
m) the extraction and handling of soapstone, sand, gravel, copper, timber for personal and community use;
n) small wood cuttings for personal and community use;
o) borrow pits for highway maintenance purposes.

The foregoing shall not be construed as restricting the requirements for environmental impact assessment under the Federal impact assessment and review process for federal projects.

Contents of an Environmental and Social Impact Statement

1 *Introduction*

This Schedule describes the objectives, preparation and contents of an environmental and social impact statement prepared pursuant to this Section of the Agreement. In the exercise of his functions, and duties pursuant to this Section of the Agreement, the Administrator shall give due consideration to the provisions of this Schedule.

The environmental and social impact assessment procedure provides for the Administrator pursuant to paragraph 23.3.17 to instruct the proponent respecting the preparation of a preliminary or a final impact statement.

The preliminary environmental and social impact statement will evaluate site alternatives for the development and provide information for the determination of the need for a final statement of the retained alternative. The preliminary statement should be based on existing information and on information from reconnaissance or survey studies.

The final or detailed environmental and social impact statement of the retained alternative would be based on a much deeper knowledge of the environmental and social implications of the development.

The inclusion of specific items in the preparation of an impact statement will depend upon the nature and extent of the proposed development. Items potentially affected should be included in the report. Pursuant to paragraph 23.3.17, the Administrator shall decide to what extent these guidelines for contents are appropriate in specific cases, and should be incorporated into a given impact statement.

II- *Objectives*

An impact statement should identify and assess clearly and in as factual a manner as possible, the environmental and social impacts induced by the project, especially those on the Native populations potentially affected.

The main objectives of an environmental and social impact statement are to ensure that:

- Environmental and social considerations form an integral part of the proponent's planning and decision-making process.
- Potential environmental and social impacts resulting from development are identified as systematically as possible.
- Alternatives to the proposed action, including alternatives to individual elements of large scale projects, will be evaluated with a view to minimizing within reason impacts on Native people and wildlife resources and maintaining the quality of the environment.
- Remedial or preventive measures will be incorporated into proposed development so as to minimize within reason expected negative impacts.
- The EQC, the Review Panel and the Administrator are adequately in-

formed to be able to take the decisions for which they are responsible under this Section.

In general, the impact assessment procedure should contribute to a further understanding of the interactions between Native people, the harvesting of wildlife resources and the economic development of the Region, and also to promote understanding of ecological processes.

The impact statement is expected to be short and concise and contain an adequate guide to the contents and to the conclusions of the study, and it should also contain a clear summary containing the essential arguments and findings of the proponent. The statement may be in French or in English at the option of the proponent.

III- *Contents*

The following outline gives the major headings that should be included in any impact statement.

1. *Description of the Project*

The following should be included in the project description:
a) Purpose and objectives.
b) Location or alternative locations being considered.
c) Identification of area and human populations potentially affected by each project location being considered.
d) Physical plant, activities involved in construction phase of development, including an estimate of size and composition of work force.
e) Material/energy balance for the plant (Input/Output).
f) Physical and human requirements for operation phase of the project.
g) Possible future phases of the development.

2. *Environmental and Social Setting*

The state of the environmental and social setting should be described before the proposed development begins, in order to have a reference point for the evaluation of the impacts of the development.

The description should not only include the identification and description of the components identified below, but should equally consider their ecological relationships, their interaction, and when appropriate, their scarcity, sensitivity, productivity, variety, evolution, location, etc. The level of details provided in the description should be based upon the importance, and the implications of the specific impacts involved.

The following is a representative list of the items that could be considered in the environmental and social setting. Any item potentially affected should be included.

Environmental Conditions

Lands	*Water*	*Air*
Physical: – topography – geology – soil and drainage	Physical: – hydrology – quality	Climate
Vegetation	Vegetation	Micro-climate
Fauna	Fauna	Quality

Social Conditions

Populations:
– demography
– residence
– ethnic composition

Land Use:
– settlements and habitations
– basic utilities
– roads
– harvesting patterns
– known archaeological sites
– cemetery and burial sites

Harvesting:
– use of various species
– importance

Income and Employment:
– standard of living
– employment
– enterprises

Institutions:
– education
– utilities
– transportation
– other service institutions

Health and Safety

Social organization:
– family
– community
– ethnic relations

Culture:
– values
– goals and aspirations

3. *Predicting and Evaluating Probable Impacts*

This part of the Schedule involves the identification, evaluation and synthesis of impacts associated with the headings referred to in the part of this Schedule entitled "Environmental and Social Setting".

The proponent may, at his discretion, include in his statement a section on information and questions submitted by the community potentially affected. Where he considers it appropriate the proponent may discuss and comment upon such information or questions.

This section of the statement should consider, whenever appropriate, direct, indirect and cumulative impacts; short term and long term impacts; reversible or irreversible impacts. Attention should also be given to impacts occurring at different phases of the development, and on different scales, i.e. local, regional or national scale.

The proponent should in his prediction and evaluation of impacts discuss the reliability and adequacy of the information used, limitations imposed upon his study by the unavailability of information, and areas of significant uncertainty and risk.

4. *Alternatives to the Proposed Project*

When justified by the nature of the project, there should be a section which explores and objectively assesses the impact on the Native people and on the environment of reasonable site alternatives of the project in the Region and/or of reasonable alternatives to certain elements of the proposed project. These alternatives should be considered with a view to optimize as much as reasonably possible the positive effect of the development of the environment, taking into account environmental, socio-economic and technical considerations and to minimize negative impacts including impacts on the affected population, as reasonably as possible. Where the gross impact of alternative actions differs significantly, the analysis should be sufficiently detailed to permit the comparative assessment of the costs, benefits, and the environmental risk to the different interested populations between the proposed project and the available options.

5. *Corrective and Remedial Measures*

The proponent should include in the statement a section identifying and evaluating reasonable remedial or corrective measures which should reduce or alleviate the negative impact of the proposed development on Native people, wildlife resources of the Region and the quality of the environment in general. Measures aimed at enhancing positive impacts induced by the project should also be included in this Section.

24.1 Definitions

For the purposes of this Section the followig words and terms shall be defined as follows:

24.1.1 "Automatic weapon" means any firearm that is capable of firing bullets in rapid succession during one pressure of the trigger.

24.1.2 "Bag limit" means the maximum number established by regulation of individuals of a species or a group of species that a hunter may take legally.

24.1.3 "Band" means an organized body of Crees declared by the Agreement, by law or by Order-in-Council to be a band.

24.1.4 "Category" means the classification of areas in the Territory as set forth in paragraph 24.3.32.

24.1.5 "Conservation" means the pursuit of the optimum natural productivity of all living resources and the protection of the ecological systems of the Territory so as to protect endangered species and to ensure primarily the continuance of the traditional pursuits of the Native people, and secondarily the satisfaction of the needs of non-Native people for sport hunting and fishing.

24.1.6 "Community use" means the use by the Native people of all products of harvesting consistent with present practice between Native communities or members of a Native community or communities, including the gift, exchange and sale of such products subject to the restrictions set forth in this Section.

24.1.7 "Coordinating Committee" means the body constituted in accordance with and pursuant to this Section.

24.1.8 "Cree tallyman" means a Cree person recognized by a Cree community as responsible for the supervision of harvesting activity on a Cree trapline.

24.1.9 "Cree trapline" means an area where harvesting activities are by tradition carried on under the supervision of a Cree tallyman.

24.1.10 "Ecological reserve" means a territory set aside by law or by regulation to preserve such territory in its natural state, to reserve such territory for scientific research and, if need be, for education or, to safeguard animal and plant species threatened with disappearance or extinction.

24.1.11 "Family" means the extended family comprising persons related or allied by blood, or by legal or customary marriage or adoption.

24.1.12 "Fauna" means all mammals, fish and birds.

24.1.13 "Harvesting" means hunting, fishing and trapping by the Native people for the purpose of the capture or killing of individuals of any species of wild fauna, except species from time to time completely protected to ensure the continued existence of that species or a population thereof, for personal and community purposes or for commercial purposes related to the fur trade and commercial fisheries.

24.1.14 "Kill" means the number of individuals of a given species or population thereof, killed during a given period or permitted to be killed during a given time period.

24.1.15 "Native party" means, in the case of the Crees, the Grand Council of the Crees (of Québec) or its successor until the coming into force of the legislation establishing the Cree Regional Authority and thereafter the Cree Regional Authority or its successor. In the case of the Inuit, the Northern Québec Inuit Association or its successor until the coming into force of the legislation establishing La Société Inuit de développement – The Inuit Development Corporation and, thereafter, the said corporation or its successor.

24.1.16 a) "Native person" is a person eligible under section 3 of the Agreement.

b) "Native people" means only those persons eligible pursuant to Section 3 of the Agreement.

24.1.17 "Non-Natives" means all persons not eligible in accordance with Section 3 of the Agreement.

24.1.18 "Outfitter" means a person who carries on an operation which provides the public with lodging and the opportunity to sport hunt and sport fish or rents equipment or small craft or provides other services for sport hunting and sport fishing purposes within the area specified in the permit, license or other authorization given to such person for such purposes.

24.1.19 "Outfitting operation" means the establishment and its dependent buildings, including outposts and all equipment and accessories related thereto, and all sport hunting and sport fishing gear, equipment and small craft used by an outfitter in connection with such operation.

24.1.20 "Personal use" means the use by the Native people for personal purposes of all products of harvesting including the gift, exchange and sale of all such products within the family.

24.1.21 "Possession limit" means the maximum quantity of individuals of a species or a group of species that a person is entitled to have in his possession during a specified period of time within a specified area.

24.1.22 "Registered trapline" means a territory leased and registered for the purposes of trapping of fur-bearing animals in the area specified in Schedule 1 of this Section.

24.1.23 "Reserve" means an area set aside by law or by regulation for conservation or other pruposes specified in the law or regulation establishing such a reserve.

24.1.24 "Responsible Minister" means the Provincial or Federal Minister charged with responsibility with respect to a subject matter falling within the jurisdiction of the government of which he is a member.

24.1.25 "Settlement" means a permanent collectivity of habitations, buildings and facilities continuously inhabited and used, including the immediately contiguous land reasonably required to use and enjoy such habitations, buildings and facilities.

24.1.26 "Sport fishing" means fishing by non-Natives by the use only of rod and line (angling) and only for reasons of sport.

24.1.27 "Sport hunting" means hunting by non-Natives by the use only of firearms or bow and arrow and only for the specific purpose of killing game for reasons of sport.

24.1.28 "Territory" means the area defined in paragraph 24.12.1 of this Section.

24.1.29 "Wildlife" means all populations of wild fauna in the Territory.

24.1.30 "Wildlife sanctuary" means an area of land with a particular kind of environment set aside by law or by regulation for the temporary or permanent protection of certain species of animals.

24.2 Conservation

24.2.1 The Hunting, Fishing and Trrapping Regime established by and in accordance with this Section shall be subject to the principle of conservation.

24.3 Harvesting

24.3.1 Every Native person shall have the right to hunt, fish and trap, including the right to capture or kill individuals of any species of wild fauna, in accordance with the provisions of this Section (hereinafter referred to as the "right to harvest").

24.3.2 Every Native person shall have the right to harvest any species of wild fauna except species requiring complete protection from time to time

within the Territy to ensure the continued existence of such species or a population thereof.

24.3.3 The Native people shall enjoy the sole and exclusive exercise of the right to harvest in accordance with the provisions of this Section.

24.3.4 The exercise of the right to harvest shall be subject to the principle of conservation, the acquired rights contemplated by paragraph 24.3.21 and such other express provisions as are specified elsewhere in the Agreement.

24.3.5 The right to harvest shall extend and may be exercised over all the Territory, subject to the limitations stipulated at Sub-Section 24.12, where this activity is physically possible and does not conflict with other physical activity or public safety. Acts by parties to the Agreement or third parties to limit access to an area within the Territory for reasons other than those specifically enumerated in this Section of the Agreement shall not ipso facto exclude that area from the right to harvest.

24.3.6 a) The words "conflict with other physical activity" shall mean actual physical conflicts or physical interference but shall not include conflicts or interference of any other nature which may be perceived, anticipated or declared by any means whatsoever. Without limiting the generality of the foregoing, the creation or existence of parks, reserves, wilderness areas, ecological reserves and the grant or existence of concessions or rights with respect to forestry or mining shall not in themselves be considered conflicting physical activities and the Native people shall continue to have the right to harvest in such areas.

b) The creation or existence of wildlife sanctuaries shall operate to exclude all or part of such sanctuaries from the right to harvest but only with respect to those species for whose protection such sanctuaries are created and for such periods of time and/or season when such protection is required.

24.3.7

a) The right to harvest shall not be exercised in lands situated within existing or future non-Native settlements within the Territory.

b) The annexation of land by a municipality or any other public body shall not in itself exclude such areas from the harvesting rights of Native people as long as such lands remain vacant.

24.3.8

a) In areas specified in existing leases or permits as being reserved for the exclusive use of an outfitter and in areas presently covered by fish and

game leases, the right to harvest, except for the right to trap, shall not be exercised during the operating season of such outfitters, lessees and permit holders.

b) Subject to Sub-Section 24.9 of this Section, the rights of present outfitters and present holders of fish and game leases shall be respected for the duration of the current term of their present leases or permits. At the expiration of the current terms of such leases or permits, the terms shall be reviewed by the Coordinating Committee to minimize conflicts with harvesting activity. This provision shall be without prejudice to any agreement between an outfitter, lessee or permit holder and the interested Native party.

24.3.9 Restrictions on the right to harvest for reasons of public safety shall apply primarily to the discharge of firearms, to the setting of large traps or nets in certain areas, and to other dangerous activities having due regard for others lawfully in the vicinity. Any such restrictions shall not in themselves preclude other harvesting activities.

24.3.10 Subject to conservation rules established pursuant to this Section, any restrictions in the Migratory Birds Convention Act and its regulations, the undertaking of Canada respecting the Migratory Birds Convention referred to in Sub-Section 24.14 and any other exceptions specified in this Section, the Native people shall have the right to harvest at all times of the year.

24.3.11

a) Subject to the principle of conservation, the right to harvest refers to harvesting activity pursued within the Territory, for personal and community use, commercial trapping and commercial fishing.

b) In the case of migratory birds, personal use shall be limited to the gift or exchange of all products of harvesting within the extended family, subject to the undertakings of Canada contained in Sub-Section 24.14.

c) Community use shall include the gift, exchange and sale of all products of harvesting consistent with present practice between Native communities and/or members of the Native community or communities. For greater clarity, community use shall not exclude the gift, exchange and sale of all products of harvesting between Native communities and members of the Native community or communities not presently conducting such activity. For Native people living in non-Native settlements such as Schefferville, Matagami, Chibougamau, etc., community use shall be restricted to the gift, exchange and sale of all products of harvesting consistent with present practice between such Native people and shall not include gift, exchange and sale with Native communities. In the case of migratory birds, community use shall be limited to the gift or exchange of meat and eider-

down consistent with present practice between Native communities and /or members of the Native community or communities, subject to the undertakings of Canada contained in Sub-Section 24.14. Community use shall not include the exchange or sale of fish and meat to non-Natives except in the case of commercial fisheries.

24.3.12 The right to harvest shall include the right to possess and use all equipment reasonably needed to exercise that right with the exception of the following: explosives, poisons, firearms connected to traps and remote controls, automatic weapons, tracer bullets, non-expanding ball ammunition, air-guns, and other similar equipment, as may from time to time be prohibited by regulations passed upon recommendation by the Coordinating Committee, the whole subject to applicable laws and regulations of general application concerning weapon control, where such control is directed to public security and not to harvesting activity.

Nevertheless, Québec regulations obliging persons under the age of sixteen (16) to be accompanied by an adult when hunting or fishing shall not apply to Native people above the age of reason.

24.3.13 The right to harvest shall include the right to travel and establish such camps as are necessary to exercise that right, in accordance with the terms and conditions of the Agreement.

24.3.14 The right to harvest shall include the use of present and traditional methods of harvesting except where such methods affect public safety.

24.3.15 The right to harvest shall include the right to possess and transport within the Territory the products of harvesting activity.

24.3.16 The Native people shall have the right to trade in and conduct commerce in all the by-products of their lawful harvesting activities.

24.3.17 Subject to the restrictions and controls with respect to non-Native hunting and fishing, provided for in this Section, the right to harvest shall not be construed to prevent or limit access to the Territory by non-Natives in accordance with the provisions found elsewhere in the Agreement.

24.3.18 The exercise of the right to harvest shall not be subject to the obtaining of permits, licenses, or other authorization, save where expressly stipulated otherwise in this Section. Where, by exception, for the purposes of management, leases, permits, licenses or other authorizations are required by the responsible Minister or required on the recommendation of the Coordinating Committee, the Native people shall have the right to receive such leases, permits, licenses or other authorizations at a nominal fee through their respective local governments.

24.3.19 Subject to the provisions of this Section, the Native people shall have the exclusive right to trap in the Territory, as part of their right to harvest. This right to trap shall include the right to trap for all commercial purposes.

24.3.20 Notwithstanding the preceding paragraph in cases where Native people have not exercised their exclusive right to trap within a part of the Territory for an extended period, and where trapping activity in such part of the Territory is necessary for the proper management of a species, Québec may, only upon the advice of the Coordinating Committee and after giving reasonable notice to the interested Native party through the Coordinating Committee, permit non-Natives to exercise the necessary trapping activity in such part of the Territory, when the interested Native party fails to do so. Such permission shall be subject to an agreement between the interested Native party and Québec; failing such agreement the responsible Minister may, only upon recommendation of the Coordinating Committee, permit non-Natives to exercise such activity, and in such case the Minister shall establish the terms and conditions upon which such activities shall be exercised provided such activity shall not be permitted for a period exceeding four (4) years. At the expiration of said period, the interested Native party shall have the right to resume the exercise of its exclusive right to trap on that portion of the Territory, failing which the foregoing procedure shall apply.

24.3.21 The exclusive right to trap shall not apply to the area of the registered traplines in the southern portion of the Territory indicated on the map attached hereto as Schedule 1 of this Section.

24.3.22 This exclusive right to trap shall be without prejudice to the trapping rights, if any, exercised by the native people not party to the Agreement on the beaver reserves presently allocated to them.

24.3.23 The exclusive right to trap shall not exclude the possibility of snaring of hare by non-Natives in and around non-Native settlements within that part of the Territory below the 50th parallel of latitude.

24.3.24 Québec and Canada shall take all reasonable measures, within the scope of current programs or those programs which may from time to time be established, including economic measures, to assist the Cree and Inuit parties in establishing trappers' associations, as well as a Native controlled and run trapping industry including functions necessary to the operation of such an industry, such as marketing, promotion, registration, collection, transportation, grading, dressing, dyeing, manufacturing etc.

24.3.25 The present system of Cree traplines and the disposition of the beaver reserves presently allocated to the Crees shall continue unless otherwise agreed to by the interested Cree community or communities.

24.3.26 Within Categories I and II, the Native people shall have the exclusive right to establish and operate commercial fisheries. Within Category III the Native people shall have the exclusive right to establish and operate

commercial fisheries related to the species of fish enumerated in the list of exclusive species referred to in paragraph 24.7.1 and attached as Schedule 2 to this Section.

24.3.27 All applications for commercial fisheries permits within Categories I, II or III shall be submitted to the Coordinating Committee and shall be assessed by the Coordinating Committee upon the basis of the possible or probable impact of such proposed fisheries operations upon harvesting and recreational fishing. The Coordinating Committee shall make recommendations to the responsible Minister with respect to such applications on the basis of its assessment. In the case of the Crees, no commercial fisheries shall be permitted within Category I or II without the consent of the interested local Native government. In the case of the Inuit, no commercial fisheries shall be permitted within Category I without the consent of the interested Inuit community corporation or within Category II without the consent of the interested Inuit community corporation(s) and the interested Native party.

24.3.28 The Hunting, Fishing and Trapping Regime applicable in the Territory shall be established by and in accordance with the provisions of this Section.

24.3.29 Québec shall forthwith take all necessary measures to obtain modification to any provisions of the Wildlife Conservation Act (L.Q. 1969, c. 58 as amended) or any other Provincial Act and to modify regulations thereunder which conflict with or are incompatible with the provisions of this Section. The Coordinating Committee shall advise and be consulted in this process.

24.3.30 A minimum of control or regulations shall be applied to the Native people, which shall mean inter alia that:

a) When the Coordinating Committee or the responsible Federal or Provincial government decides that control of harvesting activities is necessary, the Coordinating Committee or the responsible Federal or Provincial Government shall first formulate guidelines and/or advisory programs with respect to the control of such activity. Such guidelines or advisory programs shall be encouraged and promoted by the local and/or regional governments, under reserve of the right of the responsible Federal or Provincial Government to impose such controls in the event that such guidelines and/or advisory programs do not prove to be effective.

b) When the Coordinating Committee or the responsible Federal or Provincial Government decides that regulations are necessary the responsible Federal or Provincial Government shall make regulations with a minimum of impact on the Native people and harvesting activities by taking into account the impact on such factors as local native food production, the role of tallymen and the organization and boundaries of Cree traplines, accessibility of different sectors of the Native populations to harvestable

resources, efficiency of harvesting, cost of harvesting and Native cash incomes.

c) In general, the control of activities contemplated by this Section shall be less restrictive for Native people than for non-Natives.

24.3.31 Neither the responsible governments nor the Coordinating Committee shall change or affect the Hunting, Fishing and Trapping Regime in such a way as to infringe upon the rights of the Native people established by this Section. Without limiting the generality of the foregoing, this provision shall apply to the responsible Provincial and Federal Ministers, the provincial and federal departments involved and the individuals, bodies or agencies administering the Hunting, Fishing and Trapping Regime.

24.3.32 For the purposes of this Section only, land in the Territory shall be classified as follows:

Category I:
subject to the provisions of this Section an area under the complete and exclusive control of the Native people and for the exclusive use of Native people.

Category II:
an area where the Native people shall have the exclusive right to hunt and fish, which right shall include the right to permit non-Native hunting and fishing, subject to conditions concerning replacement or compensation in Sections 5 and 7 of the Agreement.

Category III:
an area for the joint use of Native people and non-Natives, subject to the rights, conditions and restrictions established by the Agreement.

The principle of conservation shall apply in Categories I, II and III lands.

24.4 Coordinating Committee

24.4.1 A Hunting, Fishing and Trapping Coordinating Committee (hereinafter referred to as the "Coordinating Committee"), an expert body made up of Native and government members, is established to review, manage, and in certain cases, supervise and regulate the Hunting, Fishing and Trapping Regime established by and in accordance with the provisions of this Section.

24.4.2 The Coordinating Committee shall have twelve (12) members. The Cree Native party, the Inuit Native party, Québec and Canada shall each appoint three (3) members. Such members shall be appointed and replaced from time to time at the discretion of the respective appointing party. The

appointing parties may upon unanimous consent increase or decrease the membership of the Coordinating Committee.

24.4.3 In addition to the members of the Coordinating Committee contemplated by paragraph 24.4.2, the Société de développement de la Baie James shall appoint one (1) person as an observer-member of such committee. Such observer-member shall have all the rights and obligations of the other members of the Coordinating Committee except:

a) Such observer-member shall not be entitled to vote on any matter;

b) Such observer-member shall have the right to discuss, and to make representations with respect to, all matters pertaining to that portion of the Territory south of the 55th parallel of latitude and with respect to all matters of general interest pertaining to the entire Territory.

c) Such observer-member shall be entitled to receive a proxy executed in accordance with the provisions of paragraph 24.4.10 of this Section and in such an event shall be entitled to vote in the place and stead of the member from whom the proxy has been received.

24.4.4 The members of the Coordinating Committee shall each have one (1) vote except as hereinafter provided otherwise:

a) When matters of exclusive provincial jurisdiction are being dealt with by the Coordinating Committee, the members appointed by the Provincial Government shall each have two (2) votes, and the members appointed by the Federal Government shall not vote.

b) When matters of exclusive federal jurisdiction are being dealt with by the Coordinating Committee, the members appointed by the Federal Government shall each have two (2) votes and the members appointed by the Provincial Government shall not vote.

c) When matters of joint or mixed federal and provincial jurisdiction are being dealt with by the Coordinating Committee, the members appointed by the Provincial Government and the members appointed by the Federal Government shall each have one (1) vote.

d) When matters relating to the area of primary interest of the Crees are being dealt with by the Coordinating Committee, the members appointed by the Cree Native Party shall each have two (2) votes, and the members appointed by the Inuit Native party shall not vote.

e) When matters relating to the area of primary interest of the Inuit are being dealt with by the Coordinating Committee, the members appointed by the Inuit Native party shall each have two (2) votes, and the members appointed by the Cree Native party shall not vote.

f) When matters of common interest to the Crees and Inuit are being dealt with by the Coordinating Committee, the members appointed by the Cree Native party and the members appointed by the Inuit Native party shall each have one (1) vote.

24.4.5 The respective parties shall appoint a Chairman and Vice-Chairman of the Coordinating Committee from among their appointees in the following manner:

a) In the first year of the operation of the Coordinating Committee, the Chairman shall be appointed by the Cree Native party and the Vice-Chairman shall be appointed by the interested Inuit Native party.

b) In the second year of the operation of the Coordinating Committee, the Chairman shall be appointed by Québec and the Vice-Chairman shall be appointed by Canada.

c) In the third year of the operation of the Coordinating Committee, the Chairman shall be appointed by the interested Inuit Native party and the Vice-Chairman shall be appointed by the Cree Native party.

d) In the fourth year of the operation of the Coordinating Committee, the Chairman shall be appointed by Canada and the Vice-Chairman shall be appointed by Québec.

e) In subsequent years the appointment of the Chairman and Vice-Chairman of the Coordinating Committee shall take place in the sequence set forth in sub-paragraphs a), b), c) and d) of this paragraph.

f) In the absence of the Chairman at any meeting, an alternate Chairman shall be selected by and from among the members appointed by the party that appointed the Chairman.

g) The Vice-Chairman shall act as Chairman only when the Chairman does not have the right to vote pursuant to paragraph 24.4.4.

24.4.6 The Chairman and Vice-Chairman shall hold office for one (1) year.

24.4.7 The Coordinating Committee may, from time to time, select from among its members such other officers as may be required to enable the Committee to fulfill its role and functions.

24.4.8 A quorum shall be four (4) members physically present provided that at least one (1) member appointed by each party is physically present.

24.4.9 The quorum mentioned in the preceding paragraph 24.4.8 may, from time to time, be changed with the unanimous consent of all members of the Coordinating Committee.

24.4.10 A member of the Coordinating Committee shall upon his appointment execute a written proxy in the form provided by the Coordinating Committee in favor of the other members, including their replacements, appointed by the party that appointed the member executing the proxy. For a particular meeting a member may execute a proxy in favor of a designated person and, in such case, such proxy shall prevail. The holder of such proxy shall have the right to vote and otherwise act in place of the absent member from whom the proxy has been obtained, in addition to the voting and other rights that the member holding the proxy is entitled to exercise in his own right.

24.4.11 All decisions shall be decided by a majority of the votes cast.

24.4.12 The Chairman shall have, in the case of a tie vote, a second and deciding vote.

24.4.13 The Coordinating Committee shall have a principal office within the Province of Québec, and may establish other offices, within the said Province.

24.4.14 The Coordinating Committee may establish rules and adopt by-laws regulating its own internal operations, including notice and place of meetings and other matters relating to the administration of the Coordinating Committee. Whenever practical, meetings will be held in the Territory.

24.4.15 The Chairman of the Coordinating Committee shall convoke a meeting of the Coordinating Committee within twenty (20) days of receipt from any four (4) members of the Coordinating Committee of a written request indicating the purpose of such meeting.

24.4.16 The Coordinating Committee shall meet at least four (4) times annually.

24.4.17 The Chairman shall preside over meetings of the Coordinating Committee.

24.4.18 A secretariat shall be established for the Coordinating Committee consisting of not more than three (3) full-time employees. After the first year of operation, the Coordinating Committee may by unanimous agreement alter the size of the secretariat. The secretariat shall be responsible to and under the direction and control of the Coordinating Committee. Québec shall maintain and fund the secretariat. The secretariat shall receive and distribute data when appropriate, report the results of meetings and decisions of the Coordinating Committee and perform such other functions as the Coordinating Committee shall from time to time determine, pursuant to this Section.

24.4.19 An official record of discussions and decisions of the Coordinating Committee shall be kept by the secretariat.

24.4.20 Agenda for meetings shall be prepared in advance and distributed to members by the secretariat.

24.4.21 Members of the Coordinating Committee or the Coordinating Committee itself may call upon other persons for expert advice or assistance. The remuneration and expenses of any such person shall be paid out of the budget of the Coordinating Committee only if the services of such person have been requested by the Coordinating Committee.

24.4.22 Each party shall pay the remuneration and expenses of the members it appoints and the experts it requests.

24.4.23 The Coordinating Committee shall be a consultative body to responsible governments, save where expressly stipulated in paragraph 24.4.30 and as such shall be the preferential and exclusive forum for Native people and governments jointly to formulate regulations and supervise the administration and management of the Hunting, Fishing and Trapping Regime.

24.4.24 The parties to the Agreement shall furnish the Coordinating Committee with all information in their possession relevant to the functions of the Coordinating Committee.

24.4.25 The Coordinating Committee shall have the right to initiate, discuss, review and propose all measures relating to the Hunting, Fishing and Trapping Regime in the Territory. The Coordinating Committee may propose regulations or other measures relating to the regulation, supervision and management of the Hunting, Fishing and Trapping Regime.

24.4.26 All regulations relating to the Hunting, Fishing and Trapping Regime proposed by responsible governments shall be submitted to the Coordinating Committee for advice before enactment. Proposals with respect to the establishment of parks, ecological reserves, wildlife sanctuaries and similar classifications of land shall be submitted to the Coordinating Committee except when such proposals deal with land situated within settlements.

24.4.27 The Coordinating Committee may submit recommendations to the responsible Provincial or Federal Minister, who shall have discretion to act upon such recommendations in accordance with paragraphs 24.4.36 and 24.4.37 concerning the following:

a) Guidelines and other measures related to Native harvesting.

b) Regulations relating to the Hunting, Fishing and Trapping Regime.

c) Proposed regulations, decisions or actions resulting from previous recommendations of the Coordinating Committee.

d) Conservation, including management procedures for conservation purposes.

e) The number of non-Natives permitted to hunt and fish in the Territory and the places and times at which they may hunt and fish.

f) Levels of allocation of Native and non-Native kills over and above guaranteed levels of harvesting established pursuant to this Section.

g) Regulations respecting community use.

h) Regulations respecting the fur trade.

i) Positions to be adopted in international and intergovernmental negotiations relating to wildlife management, involving the Territory.

j) Species of wild fauna requiring complete protection from time to time.

k) Planning and policy relating to outfitting and regulations concerning outfitting operations.

l) Research projects related to wildlife resources.

m) Enforcement of the Hunting, Fishing and Trapping Regime.

n) The establishment, and insofar as it affects the Hunting, Fishing and Trapping Regime, the operation of parks, ecological reserves, wildlife sanctuaries and other land similarly classified.

o) Regulations which prohibit the possession and use of equipment for the purpose of exercising the right to harvest.

p) Regulations respecting commercial fisheries operations.

24.4.28 The Coordinating Committee shall:

a) Review applications for new commercial fisheries permits.

b) Review applications for outfitters' permits or leases or renewals thereof.

c) Supervise procedures respecting the Native people's right of first refusal for outfitting facilities.

d) Supervise procedures for the relocation of non-Native outfitters located in Categories I and II if required.

e) Review at the expiration of the stipulated thirty (30) year period the Native people's right of first refusal for outfitting in Category III based on past

experience and circumstances including actual and future needs of the Native people and non-Natives.

24.4.29 The Coordinating Committee may:

a) Receive, maintain and distribute information necessary for the proper management of the Hunting, Fishing and Trapping Regime, including game inventories, non-Native kills and harvesting.

b) Recommend to local governments conservation measures for Category I.

c) Participate in conformity with the provisions of Sections 22 and 23 of the Agreement, in the assessment of impacts of future development upon the land, wildlife resources and harvesting, and the economic implications of such development on Native and non-Native activity related to wildlife resources.

d) To the extent possible, receive and review information relating to research, studies, surveys and the data obtained therefrom, relating to the Hunting, Fishing and Trapping Regime.

e) Make representations concerning weapon control where such control is directed to public security.

24.4.30 The Coordinating Committee may establish the upper limit of kill for moose and caribou for Native people and non-Natives and, with respect to black bear in the buffer area, make decisions relating to the non-Native hunting, the harvesting and the management of populations thereof. Subject to the principle of conservation, decisions of the Coordinating Committee pursuant to this paragraph shall bind the responsible Minister or government, who shall make such regulations as are necessary to give effect thereto and shall bind local and regional governments.

24.4.31 The Coordinating Committee shall supervise the research to establish present levels of harvesting.

24.4.32 The responsible Minister may change the list of species reserved exclusively to the Native people, (Schedule 2 to this Section), only upon the unanimous recommendation of the Coordinating Committee provided that all members of the Coordinating Committee appointed by the Native parties and entitled to vote, voted personally and not by proxy upon such recommendation.

24.4.33 The Coordinating Committee shall operate in accordance with the provisions of this Section.

24.4.34 All proposed regulations, measures and decisions of the Coordinating Committee shall be communicated to the responsible government for attention, information and appropriate action.

24.4.35 Proposed regulations, measures or decisions shall, except where expressly stipulated otherwise, be subject to the approval of the responsible Québec Minister and, if required, adoption by the Lieutenant-Governor in Council with respect to matters falling under Provincial jurisdiction, or by the responsible Federal Minister and, if required, adoption by the Governor in Council with respect to matters falling under Federal jurisdiction. With respect to matters designated in paragraphs 24.3.30 a), 24.5.3 and 24.5.4, the Coordinating Committee may make recommendations to the responsible local or regional government.

24.4.36 Before submitting a new regulation or other decision for enactment or taking new action and before modifying or refusing to submit for enactment draft regulations or other decisions from the Coordinating Committee, the responsible Provincial or Federal Minister shall consult with the Coordinating Committee and shall endeavor to respect the views and positions of the Coordinating Committee on any matter respecting the Hunting, Fishing and Trapping Regime, the whole subject to the provisions of paragraph 24.4.37 and Sub-Section 24.12.

24.4.37 In all cases where the responsible Minister modifies or decides not to act upon the recommendations of the Coordinating Committee or decides to take new actions, he shall, before acting, consult with the Coordinating Committee when his decisions relate to Native and non-Native activities and the wildlife resources in the Territory except in the case of certain minor measures relating exclusively to non-Native activity and not affecting Native interests, and in particular such measures relating to zones, seasonal dates and bag limits.

24.4.38 The Coordinating Committee in its operation shall recognize and give due consideration to the following:

a) The exclusive trapping rights of the Native people in accordance with paragraphs 24.3.19 to 24.3.23 inclusive.

b) The exclusive right of the Native people to the species specified in paragraph 24.7.1.

c) The right to harvest in accordance with Sub-Section 24.3.

d) The principle of conservation as defined in paragraph 24.1.5.

e) The principle that a minimum of control or regulations shall be applied to the Native people in accordance with paragraph 24.3.30.

f) The importance of the exchange of information between the parties.

g) The importance of establishing an outfitting network in the Territory adequate to accommodate the needs of non-Natives permitted to hunt and fish.

h) The importance of controls over the number of non-Natives permitted to hunt and fish in the Territory and over the places and time where and when they may hunt and fish.

i) The priority of Native harvesting as defined in paragraphs 24.6.1 to 24.6.5 inclusive.

j) The difference in application of the Hunting, Fishing and Trapping Regime in Categories I, II and III.

k) The restrictions on non-Native hunting and fishing as specified in paragraphs 24.8.1 to 24.8.11 inclusive.

l) The economic implications of its decisions and actions upon the activity of the Native people and non-Natives related to the wildlife resources.

24.5 Powers of Native Authorities and Governments.

24.5.1 In Categories I and II, matters relating primarily to the protection of the wildlife resources rather than harvesting activity and hunting and fishing by non-Natives shall be solely the jurisdiction of the responsible Provincial or Federal Government. Such matters of sole jurisdiction shall include, inter alia, the establishment of general quotas for the Territory, the representation of the interests of the Territory at international and intergovernmental negotiations relating to wildlife management, the regulation and management of wildlife insofar as this concerns the health of wildlife populations, the determination and protection of species requiring complete protection as referred to in paragraph 24.3.2 and the regulation and conducting of research projects related to wildlife resources.

24.5.2 In Categories I and II, the responsible Provincial and Federal Governments shall exercise their powers with respect to matters referred to in paragraph 24.5.1 in the same manner as those powers are exercised with respect to Category III, namely they shall exercise those powers only upon the advice of or after consulting with the Coordinating Committee as the preferential and exclusive spokesman empowered to formulate procedures, recommendations, positions and views respecting these matters.

24.5.3 Notwithstanding the provisions of the preceding paragraphs 24.5.1 and 24.5.2, with respect to the matters referred to therein, in the case of the Crees, the Cree local government and/or regional authorities, and in the case of the Inuit, the local and/or regional government shall have the power to pass by-laws affecting Categories I and II for Native people and for non-Natives permitted to hunt and fish thereon that are more restrictive than those regulations passed by the responsible Provincial or Federal Government.

24.5.4 Subject to the power of the responsible Provincial or Federal Government to make regulations respecting the conservation of wildlife resources, in Categories I and II the Cree local governments and, in the case of the Inuit, the regional government, within their respective areas of primary and common interest, may make regulations, which regulations in the case of their area of common interest in Category II shall be made jointly, with respect to all matters specifically referring primarily to harvesting activity and to hunting and fishing by non-Natives and not primarily referring to the management of the wildlife resource itself including:

a) The allocation of the general quotas established pursuant to this Section among individual Natives and non-Natives permitted to hunt and fish.

b) Personal and community use.

c) The control of facilities for sport hunting and sport fishing.

d) Commercial fishing facilities.

e) Research concerning Native harvesting.

f) Seasons for harvesting and non-Native hunting and fishing and bag and possession limits, provided regulations made with respect to such matters shall be more restrictive than those regulations passed by the responsible Provincial or Federal Government.

g) Harvesting methods subject to paragraph 24.3.12.

h) Permits and licenses for the purpose of sub-paragraph 24.5.4 a).

In the case of the Inuit, the regional government shall make regulations solely upon the recommendation of a committee composed only of Inuit. Such recommendations shall be binding on the regional government.

24.5.5 All by-laws or regulations proposed pursuant to paragraphs 24.5.3 and 24.5.4 shall be submitted prior to adoption to the Coordinating Committee for its advice. All such by-laws or regulations shall come into effect on the date that a certified copy thereof is submitted to the responsible Provincial or Federal Minister who shall have the right within ninety (90) days from such receipt to disallow such by-laws or regulations.

24.6 Priority of Native Harvesting

24.6.1 The responsible governments and the Coordinating Committee shall apply the principle of priority of Native harvesting, as set forth in this Sub-Section.

24.6.2 The principle of priority of Native harvesting shall mean that in conformity with the principle of conservation and where game populations permit, the Native people shall be guaranteed levels of harvesting equal to present levels of harvesting of all species in the Territory.

a) Such guaranteed levels shall be established by negotiations between the Native parties and the responsible Provincial or Federal Government through the Coordinating Committee (and the normal voting procedures shall not apply in such case) and shall be based principally upon the results of the "Research to Establish Present Levels of Native Harvesting" projects presently under way and to be continued during the four (4) years following the execution of the Agreement. The said parties shall establish such guaranteed levels within five (5) years of the execution of the Agreement.

b) Upon the execution of the Agreement, the said parties referred to in the above sub-paragraph shall forthwith establish by negotiations interim guaranteed levels of Native harvesting based principally upon the available results of the said research projects. Such interim guaranteed levels shall be reviewed periodically and may by agreement be revised.

c) The said interim guaranteed levels shall be without prejudice to the rights and obligations of the said parties in the establishment of the guaranteed levels of harvesting.

d) The establishment of the guaranteed levels referred to in sub-paragraphs a) and b) hereof shall be subject to the approval of the interested Native parties and the interested government parties.

24.6.3 In applying the principle of priority of Native harvesting, the responsible governments and the Coordinating Committee shall, in any given year, in allocating quotas for harvesting and non-Native hunting and fishing or in applying other game managemet techniques, assure that:

a) If game populations permit levels of harvesting equal to the guaranteed levels established pursuant to paragraph 24.6.2, the Native people shall have the right to harvest up to the said guaranteed levels.

b) In allocating wildlife resources for harvesting or non-Native hunting and fishing over and above the said guaranteed levels, the harvesting needs of the Native people and the needs of non-Natives for recreational hunting and fishing shall be taken into account.

c) Subject to sub-paragraphs a) and b) there shall always be some allocations of species for non-Native sport hunting and sport fishing.

d) If game populations do not permit levels of harvesting equal to the guaranteed levels established pursuant to paragraph 24.6.2, the Native people shall be allocated the entire kill and may allocate a portion of this kill to non-Natives through recognized outfitting facilities.

e) The principle of priority of Native harvesting shall also be applied with respect to such species as may not reasonably be managed by means of quotas.

24.6.4 Subject to the principle of conservation and where populations of these species permit, the principle of priority of Native harvesting as provided for in this Sub-Section shall apply to marine mammals.

24.6.5 Subject to the principle of conservation and where populations of these species permit, the principle of priority of Native harvesting shall be applied to migratory birds in a manner similar or equivalent to the procedures hereinafter set forth:

a) In conformity with the procedure provided in paragraph 24.6.2, the present levels of harvesting of migratory birds shall be established.

b) The present level of harvesting shall be combined with the present level of non-Native hunting of such birds in the Territory to establish the total present kill for the Territory.

c) Based upon the total kill figures for each migratory bird population and the total kill in the Territory for each migratory bird population, there shall be a determination of the percentage of the total kill from each population now being taken in the Territory.

d) This percentage figure shall constitute a guarantee so that in any given year the Territory would be guaranteed at least the same percentage of the total kill from each population as is presently hunted and harvested.

e) Within the Territory itself, the principle of priority for Native harvesting shall apply to the allocation of quotas or use of other management techniques in such a way as to ensure that the Native people are guaranteed a harvest based on present levels of harvesting of migratory birds.

f) In any given year when populations permit a kill for the Territory higher than the guaranteed allocation equal to present levels of harvesting, the Native people shall be allowed a harvest equal to the guarantee based on present levels of harvesting, and the remainder of the permissible kill for the Territory shall be divided in such a way as to ensure primarily the continuance of the traditional pursuits of the Native people and secondarily so that non-Native people may satisfy their needs for recreational hunting.

g) In any given year when the populations pemit a kill for the Territory lower than the guaranteed alloction for the Native people equal to present levels of harvesting, the entire kill for the Territory shall be allocated to the Native people, who shall have the right in turn to allocate a portion of this kill to non-Native hunting through recognized outfitting facilities.

h) This guarantee shall not operate to endanger migratory bird populations.

i) This guarantee in itself shall not operate to prohibit or reduce hunting of migratory birds elsewhere in the flyway or in Canada.

24.7 Species Reserved for Native People

24.7.1 In all areas where the Hunting, Fishing and Trapping Regime applies as set forth in Sub-Section 24.12 certain species of mammals, fish and birds shall be reserved for the exclusive use of the Native people. Such exclusive use shall include the right to conduct commercial fisheries related to the various species of fish so reserved. The species contemplated by this Sub-Section are listed in Schedule 2 of this Section.

24.8 Non-native Hunting and Fishing

24.8.1 Non-Natives shall have the right to hunt and fish in Category III subject to the provisions of this Section and other applicable laws and regulations, but such hunting anf fishing shall be restricted to sport hunting and sport fishing except for commercial fishing in Category III.

24.8.2 The Native people within their respective areas of primary interest shall have the exclusive right to hunt and fish within Categories I and II and, under reserve of the right specified in paragraph 24.8.4 of this Sub-Section, non-Natives shall not have the right to hunt and fish therein save with the express authorization of and upon the terms and conditions established by the responsible Cree local government or, in the case of the Inuit, the interested Inuit community corporation with respect to Category I and the interested Inuit community corporation(s) and/or the interested Native party with respect to Category II, as the case may be. The exclusive rights provided for in this paragraph shall be strictly respected and enforced by the responsible governments in the Territory.

In the case of the Crees, the responsible Cree local government or regional authority and, in the case of the Inuit, the responsible Inuit community corporation or interested Native party may, in their respective areas of primary interest, permit persons of Cree or Inuit ancestry who are not eligible under the Agreement but who traditionally hunt, fish and trap in the

Territory to exercise the right to harvest solely for personal purposes in Category I and II lands. Persons permitted to exercise the right to harvest pursuant to this paragraph shall in no event be counted for purposes of allocating quotas to the Native people.

24.8.3 Non-Natives authorized to hunt and fish pursuant to paragraph 24.8.2 shall be subject to all applicable provincial and federal laws and regulations and all applicable local and regional government by-laws and regulations.

24.8.4 Non-Natives who meet the residency requirements established for the purposes hereof by the local governments of Native communities shall be permitted to sport hunt and sport fish within Categories I and II of the Native community in which they are resident. Such non-Natives shall be subject to all applicable provincial and federal laws and regulations and all applicable local and regional government by-laws and regulations.

24.8.5 Notwithstanding the provisions of paragraph 24.8.4, in the case of unusual or large influxes of non-Natives into a Native community for whatever reason, the local government thereof may determine whether an upon what terms and conditions such non-Natives will be permitted to sport hunt and sport fish.

24.8.6 A control shall be exercised by the responsible governments and the Coordinating Committee over the number of non-Natives pemitted to hunt and fish in Category III and over the places therein and times where they may hunt and fish with a view to giving effect to the principle of conservation and the rights and guarantees in favour of the Native people established by and in accordance with this Section.

24.8.7 The use of outfitting facilities shall be considered as a principal means of controlling non-Native hunting and fishing activity in that portion of the Territory above the 50th parallel of latitude.

24.8.8 Over and above other available means of controlling the numbers of non-Natives permitted to hunt and fish in the Territory and the places and times where and when they may hunt and fish and subject to paragraph 24.8.9, Québec shall endeavor, to the extent that outfitting facilities are available, to require non-native hunters and fishermen to use such facilities. Such requirements shall provide, to the extent deemed feasible, that non-Native hunters and fishermen be accompanied by Native guides.

24.8.9 In the event that Québec establishes requirements pursuant to paragraph 24.8.8 with respect to that portion of the Territory above the 50th parallel of latitude, such requirements shall be imposed upon non-Natives in the following order:

a) non-residents of the Province of Québec,

b) if further deemed necessary, non-residents of the said portion of the Territory,

c) if further deemed necessary, non-Native residents of the said portion of the Territory.

24.8.10 The Hunting, Fishing and Trapping Regime shall apply in full to all residents of that portion of the Territory above the 50th parallel of latitude. The Coordinating Committee shall take this into account when formulating and recommending measures applicable to non-Native residents of the said portion of the Territory. Such measures may include the creation of special fishing zones and big game zones within the said portion of the Territory with a view to minimizing conflicts between Native harvesting activity and non-Native hunting and fishing.

24.8.11 When the Coordinating Committee determines that the presence of temporary labor forces or a given temporary labor force involved in construction and related work in the Territory may affect the regime including the principle of conservation and the rights and guarantees in favour of the Native people established by and in accordance with this Section, Québec shall make regulations concerning the controls and rules to apply to the sport hunting and sport fishing activity of such temporary labor forces. The Coordinating Committee shall be involved in the establishment and review of such controls and rules and supervise the procedures concerning the implementation and enforcement thereof. Such controls and rules shall include inter alia the designation of specific locations in the Territory or specific facilities which shall be used by such labor forces for the purpose of sport hunting and sport fishing. The Coordinating Committee shall be entitled to receive all information necessary for the proper exercise of its functions pursuant to this paragraph and established by such regulations.

24.9 Outfitting Regime

24.9.1 The Native people shall have the exclusive right to establish and operate outfitting facilities within Categories I and II. Non-Natives may be permitted to establish and operate such facilities within Categories I and II with the express consent of the responsible Cree local government or the responsible Inuit authority, which, wherever used in this Sub-Section, in respect of Category I shall be the interested Inuit corporation and in respect of Category II shall be the interested Inuit community corporation(s) and the interested Native party.

24.9.2 Non-Natives, including governments, presently operating as outfitters in Categories I or II may continue to operate at the discretion of the Native people, subject to the terms and conditions hereinafter set forth:

a) The interested Cree local government and the interested Inuit authority shall have the right to require such outfitters to cease operations in Categories I or II within two (2) years of a receipt of a written notice to this effect given by the said government or authority. Such notice shall not be given during an operating season.

b) Within two (2) years of the execution of the Agreement the interested Cree local government and the interested Inuit authority shall decide which of such outfitters shall be required to cease their operations in Categories I or II and which of such outfitters shall be permitted to continue their operations in Categories I or II and, in the latter case, upon what terms and conditions.

c) Such outfitters permitted to continue their operations in Categories I or II, as determined pursuant to sub-paragraph b) of this paragraph, shall have the right to continue to operate on the terms and conditions established for a period of not less than five (5) years nor more than nine (9) years from the date that such outfitters are notified of such a decision, and upon the termination of the said period such outfitters shall cease their operations in Categories I or II unless the interested Cree local government or the interested Inuit authority agrees to permit them to continue such operations for a further period.

d) The Coordinating Committee shall supervise the procedures for the relocation of such outfitters required to cease their operations in Categories I or II.

e) The Native people shall have the right to decide whether or not they wish to operate in place of an outfitter required to cease his operation in Categories I or II in accordance with the following:

i) If the Native people decide to operate in place of such an outfitter they shall not be required to operate outfitting services of the same nature or scale but shall be permitted to enlarge, diminish or modify such services as they deem appropriate.

ii) If the Native people wish to use all or part of the facilities of such an outfitter they shall purchase such outfitting assets belonging to him as they may wish. In the event that all such assets are not purchased by the Native people, such outfitter may remove his remaining assets and shall be compensated forthwith by Québec, and not by the Native people, in accordance with the rights, if any, contained in the permits, leases or agreements in virtue of which such outfitter operated. All such assets not purchased by the Native people and not removed by the outfitter within a period of two (2) years shall thereafter be considered abandoned by such outfitter to Québec.

iii) In the event that the native people decide to require government owned or operated outfitting facilities to cease operations, such facilities shall be transferred gratuitously by the government to the interested Cree band or interested Inuit authority, provided no transfers may be made by the government to individuals.

f) Nothwithstanding the right of first refusal of the Native people for outfitting facilities set forth in paragraph 24.9.3, outfitters required to cease operations in Categories I or II pursuant to paragraph 24.9.2 and who wish to relocate in Category III, shall have the preferential right to select sites and facilities subject to the approval of the Coordinating Committee. Such preferential rights shall not be accorded to a government owning or operating an outfitting facility.

g) Outfitters required to cease operations in Categories I or II after having been allowed to operate by the Native people pursuant to paragraph 24.9.2 shall be compensated by Québec to the extent of their rights, if any, contained in the permits, leases or agreements in virtue of which they operated but such compensation shall be limited to the value of the outfitting facilities in existence at the time of the execution of the Agreement.

24.9.3 Within their respective areas of interest for the Hunting, Fishing and Trapping Regime, the Native people shall have a right of first refusal to operate as outfitters in Category III for a period of thirty (30) years from the execution of the Agreement.

24.9.4 Upon tthe expiry of the thirty (30) year period stipulated in paragraph 24.9.3, Québec and the Native parties shall negotiate on the basis of past experience and actual and future need, whether the Native people shall be granted a renewal of the said right of first refusal. The Coordinating Committee shall be consulted and may make recommendations to the responsible Minister with respect thereto.

24.9.4 Notwithstanding the provisions in the Agreement respecting outfitting in Category III lands, the James Bay Crees shall have the exclusive right of outfitting as well as the exclusive right to own outfitting facilities and operate as outfitters for the hunting of migratory birds at Cape Jones in an area bounded to the North by the parallel of latitude 54°43′, to the East by the meridian 79°30′, to the South by the parallel of latitude 54°34′, and to the West by the coast of James Bay and Hudson's Bay.

24.9.5 The outfitters operating in Category III at the time of the execution of the Agreement shall have the right to continue their operations subject to the regime for outfitters established by this Sub-Section. Nevertheless, the rights of such outfitters may be revoked or terminated by the responsible Minister as a result of a breach by such outfitters of their obligations or responsibilities under the said regime or under applicable laws or regulations or for any other reason which the said Minister upon the recommen-

dation of the Coordinating Committee may decide renders such outfitters unsuitable to continue to operate.

24.9.6 Notwithstanding paragraph 24.9.3 the Native people shall not exercise the right of first refusal referred to in the said paragraph with respect to at least three (3) non-Native applications out of every ten (10) applications respecting outfitting operations in Category III. The Coordinating Committee shall oversee the implementation of the terms of this paragraph and shall inform the parties from time to time as to the requirements for such implementation.

24.9.7 The procedure for the issuance of permits, leases and other authorizations for outfitting operations and the exercise of the right of first refusal of the Native people to operate as outfitters in Category III shall be as follows:

a) All applications for permits, leases or other authorizations respecting outfitting operations, including renewals thereof, and the applications referred to in sub-paragraph j) shall be submitted to the responsible Provincial Minister who shall forthwith forward a copy thereof to the Coordinating Committee.

b) The Coordinating Committee shall review all such applications taking into consideration the circumstances existing at the time, projected plans for outfitting operations and in the case of applications for transfers the bona fide nature of the terms and conditions of such transfer and on the basis of the said review shall recommend to the responsible Provincial Minister the acceptance or refusal of such application.

c) Save for reasons of conservation, the responsible Provincial Minister shall not unreasonably refuse the recommendation of the Coordinating Committee when approved by the Cree local government concerned or the responsible Inuit authority with respect to an application for an outfitting operation in Categories I or II.

d) When the responsible Provincial Minister agrees with the recommendation of the Coordinating Committee to accept an application he shall so inform the Coordinating Committee which shall forthwith transmit written notice of such application including all relevant information to the Cree Native party or, in the case of the Inuit, the Inuit Native party. No such notice shall be given when such application is for a renewal of a permit, lease or other authorization.

e) The interested Native party referred to in sub-paragraph d) shall within four (4) months from receipt of the notice specified in the said sub-paragraph reply in writing to the Coordinating Committee indicating whether or not it or the person or persons designated by it intend to operate the outfitting operation referred to in said application.

f) If the interested Native party referred to in sub-paragraph d) fails to reply to the Coordinating Committee within the delay stipulated in sub-paragraph e) or indicates that it does not intend to operate the outfitting operation referred to in the said application the right of first refusal of the Native people shall lapse with respect to the said application.
The Coordinating Committee shall forthwith inform the responsible Minister who may issue the permit, lease or other authorization requested by the said application.

g) If within the delay stipulated in sub-paragraph e) the interested Native party indicates that it or the person or persons designated by it intend to operate the outfitting operation referred to in the said application, the Coordinating Committee shall forthwith so inform the responsible Minister who shall issue a permit, lease or other authorization to the interested Native party or to the person or persons designated by it unless for just cause stipulated in applicable laws or regulations.

h) Notwithstanding anything contained in this Sub-Section, no permit, lease or other authorization respecting outfitting operations in Categories I or II shall be issued or granted without the consent of the interested Cree local government or the interested Inuit authority.

i) The party receiving a permit, lease or other authorization to establish such an outfitting operation shall proceed diligently, failing which the Coordinating Committee may recommend appropriate action to the responsible Minister.

j) In the event of a proposed transfer of an outfitting operation and facilities related thereto, the proposed transferor shall submit an application to the responsible Provincial Minister. Such appliction shall contain all relevant information relating to the terms and conditions of the proposed transfer.

k) The Coordinating Committee may on its own initiative recommend sites for the establishment of specific outfitting operations.

l) The responsible Provincial Minister may establish such administrative procedures as may be necessary to give full effect to the provisions of this paragraph.

24.10 Enforcement of Regime

24.10.1 A predominant number of the persons charged with enforcing the Hunting, Fishing and Trapping Regime established by and in accordance with this Section shall be Native people.

24.10.2 To give effect to and provide adequate enforcement of the Hunting, Fishing and Trapping Regime established by and in accordance with this

Section, Québec and Canada shall provide for the training of a sufficient number of Native people as conservation officers. To give effect to the foregoing Québec and Canada shall modify, when necessary, the criteria required for acceptance as a trainee and establish and fund special facilities, courses and training programs.

24.10.3 Native people duly qualified as conservation officers shall be empowered by Québec or Canada, as the case may be, to act as Provincial conservation officers, game officers under the Migratory Birds Convention Act, fisheries officers under the Fisheries Act and such other similar enforcement officers which may from time to time be provided for under applicable laws.

24.10.4 Cree tallymen, in the area of Cree primary interest, and special police constables referred to in Section 19 may be appointed auxiliary conservation officers pursuant to section 6 of the Wildlife Conservation Act (L.Q. 1969, c.58 as amended).

24.11 Environmental Protection

24.11.1 The rights and guarantees of the Native people established by and in accordance with this Section shall be guaranteed, protected and given effect to with respect to environmental and social protection by and in accordance with Section 22 and Section 23.

24.12 Definitions of Territory

24.12.1 In this Section the word "Territory" comprises the entire area of land contemplated by the 1912 Québec Boundary Extension Act and the 1898 Act respecting the Northwestern, Northern and Northeastern Boundaries of the Province of Québec except for the areas specified and in accordance with the conditions set forth in this Sub-Section.

24.12.2 For the purpose of this Section, the Territory shall be divided into three (3) areas: a) the "southern area" b) the "buffer area" and c) the "northern area" as shown on a map attached hereto as Schedule 3.

1) The "southern area" shall be that portion of the Territory between the southern boundary of the Territory and a line commencing at the Ontario border, following the first set of township lines south of the 50th parallel of latitude being the southern boundary lines of the townships of Massicotte, LaPeltrie, Lanoullier, Gaudet, Fenelon, Subercase, Grasset and La Pérousse east to the Bell River system around the southern shore of Lake Matagami then southeast following the western bank of the Bell river (but following the northeast bank of Ile Canica) to the first set of township lines north of the 49th parallel of latitude being the northern boundaries of the

townships of Quevillon, Verneuil, Wilson, Ralleau, Effiat, Carpiquet, Urban, Belmont, L'Espenay, Bressani, Chambalon, Beaucours, Feuquières to the eastern boundary of the Territory.

b) The "buffer area" shall be that portion of the Territory between the line described in sub-paragraph a) of this paragraph 24.12.2 and the 50th parallel of latitude.

c) The "northern area" shall be that portion of the Territory lying to the north of the 50th parallel of latitude.

24.12.3 The Hunting, Fishing and Trapping Regime shall apply in the three areas described in paragraph 24.12.2 as follows:

a) In the southern area, laws and regulations of general application relating to hunting, fishing and trapping shall apply and the Hunting, Fishing and Trapping Regime established by and in accordance with this Section shall not apply, save in the following cases:

i) The Hunting, Fishing and Trapping Regime established by and in accordance with this Section shall apply in Categories I and II situated in this area.

ii) The exclusive trapping rights of the Native people referred to in paragraph 24.3.19 shall apply in this area on the Cree traplines.

iii) Only Cree tallymen, their families and Native people authorized by them shall have the right to harvest on Cree traplines located in this area.

b) In the buffer area the Hunting, Fishing and Trapping Regime established by and in accordance with this Section shall apply save that:

i) Any requirement established pursuant to this Section respecting the use of outfitting facilities shall not apply to non-Native residents of Québec.

ii) All or part of this area may be zoned for moose hunting for the purposes of managing this resource, minimizing conflict between harvesting by the Native people and sport hunting by non-Natives and protecting the rights of the Native people and non-Natives established by and in accordance with this Section.

iii) In this area, non-Natives shall be permitted to sport fish all species of fish, notwithstanding the provisions of paragraph 24.7.1.

iv) Subject to the provisions of paragraph 24.4.30 non-Natives shall be permitted in this area to sport hunt black bear notwithstanding the provisions of paragraph 24.7.1.

v) As provided in paragraph 24.3.23, in this area the exclusive right of the Native people to trap shall not exclude the snaring of hare by non-Natives in and around non-Native settlements.

c) In the northern area the Hunting, Fishing and Trapping Regime established by and in accordance with this Section shall apply.

24.13 Areas of Primary Interest

24.13.1 For the purposes of this Section, the respective areas of primary interest and the area of common interest in the Territory of the James Bay Crees and the Inuit of Québec shall be as set forth in this Sub-Section.

24.13.2 The Cree area of primary interest shall be:

a) that portion of the Territory south of the 55th parallel of latitude with the exception of the Category I and II lands allocated to the Inuit of Fort George, and

b) the area of the Mistassini traplines located north of the 55th parallel of latitude as shown on a map annexed hereto as Schedule 1, and

c) the Category I lands north of the 55th parallel of latitude allocated to the James Bay Crees of Great Whale River.

24.13.3 The Inuit area of primary interest shall be:

a) that portion of the Territory lying to the north of the 55th parallel of latitude with the exception of those areas north of the 55th parallel of latitude referred to in paragraphs 24.13.2 and 24.13.4;

b) the Category I lands allocated to the Inuit of Fort George.

24.13.4 The area of common interest for the James Bay Crees and the Inuit of Québec shall be the Category II lands south of the 55th parallel of latitude allocated to the Inuit of Fort George, the Category II lands north of the 55th parallel of latitude allocated to the James Bay Crees of Great Whale River and the area of the traplines allocated to the James Bay Crees of Great Whale River located north of the 55th parallel of latitude as shown on a map annexed hereto as Schedule 1.

24.13.5 The Inuit of Québec and the James Bay Crees shall have the rights provided for in this Section throughout their respective areas of primary interest and the area of common interest.

24.13.6 Within the Inuit of Québec area of primary interest, the James Bay Crees shall have the following rights:

a) the Crees of Great Whale River shall have the right to harvest in the area north of the 55th parallel of latitude presently used by the James Bay Crees of Great Whale River as determined by mutual agreement between the Native parties;

b) the James Bay Crees of Fort George shall have the right to harvest in the area north of the 55th parallel presently used by the James Bay Crees of Fort George as determined by mutual agreement between the Native parties.

24.13.7 Within the James Bay Cree area of primary interest, the Inuit of Québec shall have the following rights:

a) the Inuit of Great Whale River shall have the right to harvest in the area south of the 55th parallel of latitude presently used by the Inuit of Great Whale River as determined by mutual agreement between the Native parties;

b) the Inuit of Fort George shall have the right to harvest in the area south of the 55th parallel of latitude presently used by the Inuit of Fort George as determined by mutual agreement of the Native parties.

24.13.8 For the purposes of the voting procedure of the Coordinating Committee established by sub-paragraph 24.4.4 f), matters shall be deemed of common interest to the James Bay Crees and the Inuit of Québec when they involve:

a) territorial areas of common interest as set forth in the foregoing paragraphs;

b) discussion or consideration by the Coordinating Committee of a matter relating to a specific area within the area of primary interest of one of the Native parties but which, at the same time, involves a wildlife resource harvested by both the James Bay Crees and the Inuit of Québec or a matter related to such wildlife resource and any decision or recommendation by the Coordinating Committee in connection therewith which would affect the rights conferred by this Section in favour of the other Native party.

c) matters of general interest pertaining to the entire Territory.

24.13.9 The Native parties may from time to time by mutual agreement modify the provisions of this Sub-Section.

24.14 Migratory Birds and Marine Mammals

24.14.1 The Hunting, Fishing and Trapping Regime established by and in accordance with this Section shall apply to migratory birds and marine mammals.

24.14.2 Within its responsibility for the management of migratory bird populations, Canada shall forthwith upon the execution of the Agreement endeavor to obtain a modification or amendment to the Migratory Birds Convention and/or to the application of the said Convention in and to the Territory or to the Native people in the Territory to eliminate to the extent possible all conflicts with the Hunting, Fishing and Trapping Regime established by and in accordance with this Section and in particular, subject to the principle of conservation, to eliminate to the extent possible any conflict with the right of the Native people to harvest at all times of the year all species of wild fauna except species requiring complete protection from time to time within the Territory to ensure the continued existence of such species or a population thereof.

24.14.3 Subject to paragraphs 24.14.1 and 24.14.2 Canada shall forthwith upon the execution of the Agreement take all reasonable measures to modify or amend any particular provisions of the Migratory Birds Convention Act (R.S.C. 1970, c. M-12) or the Regulations pursuant thereto which conflict or are incompatible with the Hunting, Fishing and Trapping Regime established by and in accordance with this Section.

24.14.4 Nothing in paragraph 24.14.2 and 24.14.3 shall be construed as constituting an amendment or an undertaking by Canada to amend the Migratory Birds Convention Act or regulations thereunder in such a way that Canada violates its obligations under the Migratory Birds Convention.

24.14.5 Subject to paragraph 24.14.1, Canada shall forthwith upon the execution of the Agreement take all reasonable measures within the limit of its jurisdiction with respect to fisheries and marine mammals, to modify or amend the particular provisions of the Fisheries Act (R.S.C. 1970, c. F-14) and the regulations pursuant thereto, the Whaling Convention Act (R.S.C. 1970, c. W-8) and the regulations pursuant thereto and any other legislation and regulations which conflict or are incompatible with the Hunting, Fishing and Trapping Regime established by and in accordance with this Section, provided that nothing in this paragraph shall require Canada to amend any legislation in such a way that Canada would breach any international treaty obligations.

24.14.6 Nothing in the Agreement and in particular in this Section of the Agreement shall be construed as constituting recognition by the Native parties of the application to them of article 2 of the Migratory Birds Convention or the Migratory Birds Convention Act (R.S.C. 1970, c. M-12) or any other legislation in so far as such legislation incorporates or refers to the said article 2.

24.14.7 Nothing in the Agreement and in particular this Section of the Agreement shall be construed as constituting recognition by Canada that article 2 of the Migratory Birds Convention Act (R.S.C. 1970, c. M-12) or any other legislation insofar as such legislation incorporates or refers to the said article 2 does not apply to the Native people, it being the position of Canada, that on the contrary, the said Convention and the said Act do apply to the Native people. Subject to the provisions of the Agreement the James Bay Crees and the Inuit of Québec may avail themselves of any right or recourses, if any, in respect to migratory birds which they may have after the coming into force of the Agreement.

24.15 Amendment Clause

24.15.1 Except as otherwise provided for in this Section, the provisions of this Section may be amended with the consent of Québec and the interested Native party in matters of provincial jurisdiction and with the consent of Canada and the interested Native party in matters of federal jurisdiction. Legislation giving effect to such amendment, if required, shall be enacted only by the National Assembly on matters of provincial jurisdiction and only by Parliament on matters of federal jurisdiction.

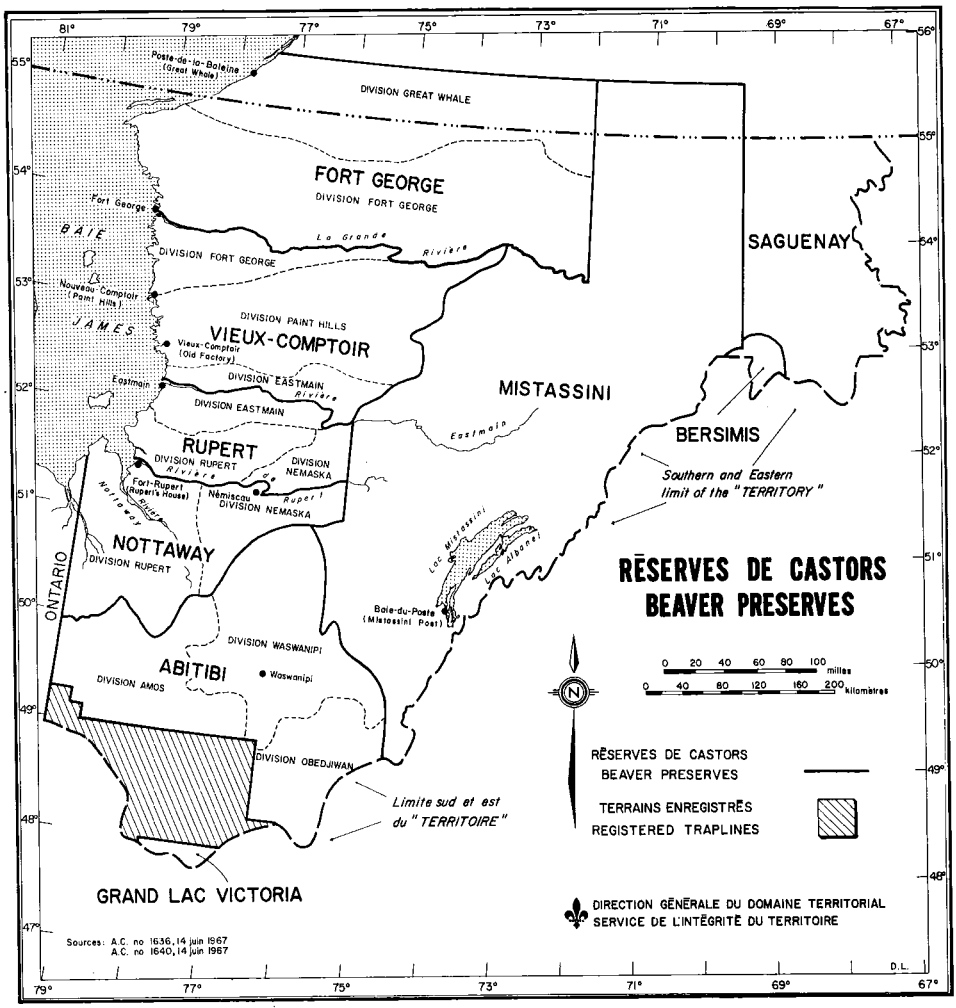
24.16 Transitional Measures

24.16.1 In addition to the transitional measures provided for in Section 2 of the Agreement the parties to the Coordinating Committee referred to in paragraphs 24.4.2 and 24.4.3 shall within two (2) months of the execution of the Agreement appoint their respective members to the Coordinating Committee. Québec shall convoke the first meeting of the Coordinating Committee within three (3) months of the execution of the Agreement.

24.16.2 During the transitional period the Coordinating Committee shall operate on an informal basis.

24.16.3 The Coordinating Committee shall give priority attention to the continuation and funding requirements of the "Research to Establish Present Levels of Native Harvesting" projects and shall supervise the said studies.

24.16.4 The Société de développement de la Baie James shall continue to serve as the legal entity delegated to undertake financial transactions on behalf of the parties involved in the research, subject to appropriate arrangements that may be made from time to time.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FORT GEORGE
DIVISION FORT GEORGE
Fort George
BAIE
JAMES
La Grande Rivière
DIVISION FORT GEORGE
SAGUENAY
Nouveau-Comptoir (Point Hills)
DIVISION PAINT HILLS
VIEUX-COMPTOIR
Vieux-Comptoir (Old Factory)
Eastmain
DIVISION EASTMAIN
Rivière
DIVISION EASTMAIN
MISTASSINI
Eastmain
BERSIMIS
RUPERT
DIVISION RUPERT
Rivière
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Fort-Rupert (Rupert's House)
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ONTARIO
Lac Mistassini
Lac Albanel
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GRAND LAC VICTORIA
DIRECTION GÉNÉRALE DU DOMAINE TERRITORIAL
SERVICE DE L'INTÉGRITÉ DU TERRITOIRE
Sources: A.C. no 1636, 14 juin 1967
A.C. no 1640, 14 juin 1967
D.L.

Fur-Bearers:

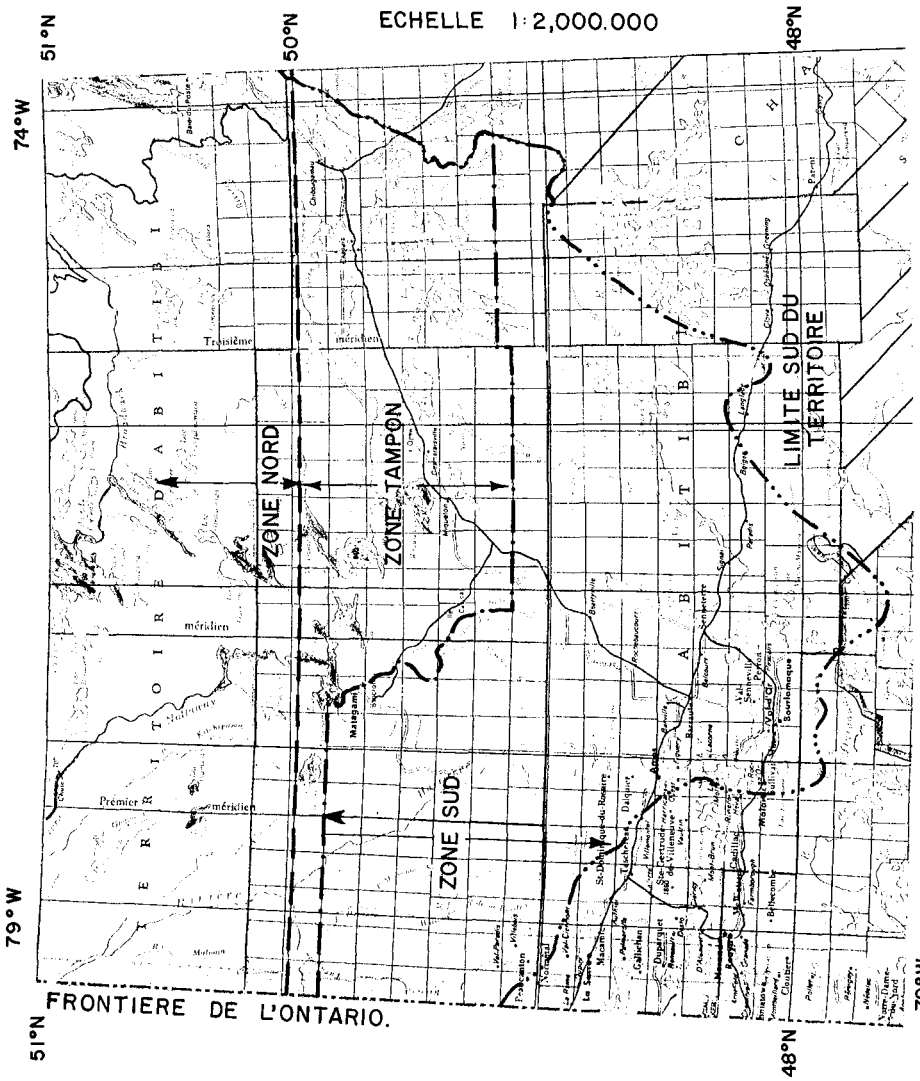
All mustelids
(i.e. mink, ermine, weasels,
marten, fisher, otter, skunk
and wolverine)
Beaver
Lynx
Foxes
Polar bear
Muskrat

Porcupine
Woodchuck
Black bear
(in the Cree traplines north
of the 50th parallel)
Wolves
(north of the 55th parallel) Fresh water seals

Fish:
Whitefishes
(non-anadromous)
Sturgeon
Suckers
Burbot
Hiodons
(Mooneye and Goldeye)

Section 24 Schedule 3

Southern Portion of Territory Showing "Southern Area" and "Buffer Area" (see 24.12.2).



25.1 Basic Compensation

25.1.1 Canada and Québec and/or any corporation designated by Québec, each in the amount and as provided in this Section, shall pay a total amount of $150,000,000. as monetary compensation to the James Bay Crees and the Inuit of Québec in the proportions determined pursuant to the provisions of Sub-Section 25.4.

25.1.2 The said total amount of $150,000,000. shall be divided into two equal amounts for the purposes of this Section and referred to as the first $75,000,000. and the second $75,000,000. respectively.

25.1.3 The payment of both the first $75,000,000. and the second $75,000,000. shall be made to the James Bay Crees and the Inuit of Québec by payments to the legal entities referred to in Sections 26 and 27.

25.1.4 The obligation to pay the first $75,000,000. to the James Bay Crees and the Inuit of Québec shall be assumed as follows:

a) Québec: $42,250,000.

b) Canada: $32,750,000.

25.1.5 The first $75,000,000. shall be paid to the James Bay Crees and the Inuit of Québec according to Schedule 1 to this Sub-Section.

25.1.6 The first payment of $20,000,000. on March 31, 1976 referred to in Schedule 1 to this Sub-Section shall bear interest calculated semi-annually and interest on accrued interest from the date of execution of the Agreement at the average prime rate of Canadian chartered banks in effect from time to time.

In the event the Agreement has not come into force when the second payment of $16,000,000. on account of the first $75,000,000. becomes due on January 1, 1977, interest shall be calculated and paid in the same manner as for the interest on said first payment of $20,000,000.

25.1.7 The second $75,000,000. shall be paid to the James Bay Crees and the Inuit of Québec, in the proportions determined pursuant to the provisions of Sub-Section 25.4, by the James Bay Energy Corporation and/or Hydro-Québec. Canada shall not be obliged to pay any part of the second $75,000,000.

25.1.8 The second $75,000,000. shall be paid to the James Bay Crees and the Inuit of Québec by payments calculated with reference to installed generating capacity of hydroelectric generating stations built in the Territory and north of the 49th parallel of latitude after the execution of the Agreement.

25.1.9 No payment shall be made, and the James Bay Crees and the Inuit of Québec shall not be entitled to claim any compensation, with respect to installed generating capacity of hydroelectric generating stations built in the Territory prior to the execution of the Agreement.

25.1.10 A fixed sum of $483. per megawatt per year of installed hydro-electric generating capacity as contracted for by the James Bay Energy Corporation and/or Hydro-Québec and as indicated on the name plate of each installed turbine-generator shall be payable to the James Bay Crees and the Inuit of Québec on account of the second $75,000,000. one year after each turbine-generator has been in commercial operation and yearly thereafter until full payment of the said second $75,000,000. The James Bay Energy Corporation and/or Hydro-Québec shall notify the payees which are to receive the compensation on behalf of the James Bay Crees and the Inuit of Québec of the date each of such turbine-generators enters into commercial operation.

25.1.11 The determination of when a turbine-generator becomes a commercial operation shall be established according to the present accounting principles of the James Bay Energy Corporation and/or Hydro-Québec.

25.1.12 The payments on account of the second $75,000,000. determined in accordance with paragraph 25.1.10 of this Sub-Section shall be, with respect to all turbine-generators installed in the Territory and north of the 49th parallel of latitude after the execution of the Agreement and which have entered into commercial operation, payable quarterly on the 31st of March, the 30th of June, the 30th of September and the 31st of December, as follows:

a) The payment to be made on the 31st of March shall include the sum payable for all such turbine-generators that have entered into commercial operation in January, February and March of all previous years since the execution of the Agreement;

b) the payment to be made on the 30th of June shall include the sum payable for all such turbine-generators that have entered into commercial operation in April, May and June of all previous years since the execution of the Agreement;

c) the payment to be made on the 30th of September shall include the sum payable for all such turbine-generators that have entered into commercial operation in July, August and September of all previous years since the execution of the Agreement;

d) the payment to be made on the 31st of December shall include the sum payable for all such turbine-generators that have entered into commercial operation in October, November and December of all previous years since the execution of the Agreement.

25.1.13 The payments on account of the second $75,000,000. to be made pursuant to paragraphs 25.1.10 and 25.1.12 of this Sub-Section shall be paid in full within the following periods:

a) No later than the 31st of December 1996 if only Le Complexe La Grande (1975) or part thereof is constructed; or

b) If at any time after a period of 12½ years from the date of the first payment and prior to the 31st of December 1996 at least 5,000 megawatts of installed generating capacity other than Le Complexe La Grande (1975) exclusive of Laforge-I (LA-I) and Eastmain-I (EM-I), is installed in the Territory and north of the 49th parallel of latitude and if such installed generating capacity has been in commercial operation for a period of more than one year, then any balance of the second $75,000,000. will become payable at the next payment date.

25.1.14 Notwithstanding paragraph 25.1.7, in the event that no turbine-generator has been put into commercial operation in the Territory and north of the 49th parallel of latitude between the date of the execution of the Agreement and the 31st of December 1986, Québec shall pay the second $75,000,000. or any part thereof otherwise payable by the James Bay Energy Corporation and/or Hydro-Québec in ten equal annual payments payable on the 31st of December of each year commencing on the 31st of December 1987. In such event, the James Bay Energy Corporation and Hydro-Québec shall be released of their obligation to pay the second $75,000,000. otherwise payable in virtue of the preceding paragraphs 25.1.7 through 25.1.13.

25.1.15 The James Bay Crees shall receive an additional sum arrived at by multiplying $150,000,000. by the fraction obtained by dividing 200 by the aggregate number of persons eligible under paragraphs 3.2.1 a) and 3.2.4.

Canada and Québec and/or a corporation desginated by Québec shall be responsible for said additional sum to the James Bay Crees in the same proportions and in the same manner as is provided in this Sub-Section for the payment of the first $75,000,000., and the payment of such additional sum by each of Canada and Québec shall be made by adding to their respective payments of the first $75,000,000., the whole of Canada's and one half of Québec's proportion of such additional payment, and Québec shall pay the other half of its proportion of such additional payment at the same time and in the same manner as the payment of the second $75,000,000.

25.1.16 The Inuit of Québec shall receive from Canada for the Inuit of Port Burwell an additional sum arrived at by multiplying $150,000,000. by the fraction obtained by dividing 85 by the aggregate number of persons eligible under paragraphs 3.2.1 a) and 3.2.4.

Canada shall pay to the Inuit of Québec for the benefit of the Inuit of Port Burwell the said additional sum in the same manner as is provided

in this Sub-Section for the payment of the first $75,000,000. by adding to the proportion of the first $75,000,000. payable to the Inuit of Québec the said additional sum.

First $75,000,000. — Period of payment - 10 years

Québec: $ 42,250,000.
Canada: $ 32,750,000.

Percentage
Québec: 56.333%
Canada: 43.667%

Date	Québec $	Canada $	Total $
March 31, 1976	11,266,600.	8,733,400.	20,000,000.
January 1, 1977	9,013,280.	6,986,720.	16,000,000.
January 1, 1978	7,886,620.	6,113,380.	14,000,000.
January 1, 1979	3,943,310.	3,056,690.	7,000,000.
January 1, 1980	1,689,990.	1,310,010.	3,000,000.
January 1, 1981	1,689,990.	1,310,010.	3,000,000.
January 1, 1982	1,689,990.	1,310,010.	3,000,000.
January 1, 1983	1,689,990.	1,310,010.	3,000,000.
January 1, 1984	1,689,990.	1,310,010.	3,000,000.
January 1, 1985	1,690,240.	1,309,760.	3,000,000.
	42,250,000.	32,750,000.	75,000,000.

25.2 Compensation for Future Development

25.2.1 The James Bay Crees and the Inuit of Québec forever and absolutely renounce any and all claims, if any, past, present, or future, against Québec with respect to royalties, mining duties, taxes or equivalent or similar benefits and revenues, derived and resulting from development and exploitation in the Territory.

25.2.2 In full and final consideration of the absolute renunciation by the James Bay Crees and Inuit of Québec in the preceding paragraph, Québec shall pay to the James Bay Crees and the Inuit of Québec in the proportions determined pursuant to the provisions of Sub-Section 25.4 and in the manner hereinafter set forth, an additional sum of $75,000,000. hereinafter referred to as the third $75,000,000.

25.2.3 Québec shall pay to the legal entities referred to in Sections 26 and 27 the third $75,000,000. by way of the issuance and delivery over a four-year period of $75,000,000. aggregate principal amount of Province of Québec debentures to be issued in five (5) series of $15,000,000. each. Each series shall be dated as of November 1, in each of the years 1975, 1976, 1977, 1978 and 1979, shall mature twenty (20) years from November 1, 1975, 1976, 1977, and 1978 and 1979, respectively, shall bear interest from November 1, 1975, 1976, 1977, 1978 and 1979, respectively, notwithstanding their actual date of issue, and shall have the following characteristics:

a) The debentures shall be direct obligations of the Province of Québec and a charge as to principal and interest on the consolidated revenue fund of the Province.

b) Each holder of debentures so issued may elect that all or part of the debentures of each series held by it mature at par on the tenth or fifteenth anniversary dates of each respective issue upon not less than six (6) months nor more than twelve (12) months prior notice in each case.

c) Principal and half-yearly interest in arrears shall be payable in lawful money of Canada.

d) The debentures will be issued in fully registered form in the usual denominations of Québec debentures.

e) The debentures shall not be transferable, except as between the James Bay Crees and the Inuit of Québec and/or their respective legal entities referred to in Sections 26 and 27. Notwithstanding the foregoing, the registered holder may assign payment of the principal on the debentures before maturity jointly to the registered holder and to a chartered bank or caisse populaire.

f) The debentures shall not be redeemable by Québec prior to maturity and no sinking fund shall be created for their payment.

In all other respects the debentures will contain all the usual features of long-term public issues of Québec debentures made on the Canadian market.

25.2.4 The rate of interest on each series of debentures shall be equal to the yield on the date of each series (November 1, 1975, 1976, 1977, 1978 and 1979) of similar issues of Québec debentures made on the Canadian market. Such rate shall be determined by a designated representative of the Department of Finance of Québec in consultation with one designated representative from each of the James Bay Crees and the Inuit of Québec.

25.2.5 The debentures issued as provided above shall be delivered without cost to the legal entities referred to in Sections 26 and 27.

25.2.6 Delivery of any series of debentures to be dated prior to the Agreement coming into force shall be made within thirty (30) days of the date of such coming into force of the Agreement with accrued interest if the delivery is made subsequent to an interest payment date and interest on any accrued interest from the date of such interest payment date.

25.3 Taxation

25.3.1 The Governments of Canada and Québec shall recommend to the Parliament of Canada and the Québec National Assembly, respectively, as part of the proposed legislation that will incorporate and confirm the provisions of the Agreement, that the total amount of $150,000,000. as monetary compensation referred to in Sub-Section 25.1, the sum of $75,000,000. referred to in Sub-Section 25.2, and the additional sums referred to in paragraphs 25.1.15 and 25.1.16, to be paid to the James Bay Crees and the Inuit of Québec, shall be exempt from all forms of taxation in respect of the said capital amounts and, more particularly, that the James Bay Crees and the Inuit of Québec or the legal entities which shall receive said capital amounts on behalf of the James Bay Crees or the Inuit of Québec shall not be required to include in the calculation of their income under the Income Tax Act of Canada and the Taxation Act of Québec any portion of the said capital amounts as income or as capital gains. The present paragraph shall not preclude the application of any exemptions under the laws of general application.

25.4 Formula for Division of Compensation Between the James Bay Crees and the Inuit of Québec

25.4.1 The monetary compensation payable to the James Bay Crees and the Inuit of Québec under this Section of the Agreement shall be divided between said parties as follows:

a) The James Bay Crees shall receive such percentage of the said sum that is arrived at by multiplying by 100 the fraction obtained by dividing the total number of persons eligible under sub-paragraph 3.2.1 a) by the aggregate number of persons eligible under sub-paragraph 3.2.1 a) and paragraph 3.2.4.

b) The Inuit of Québec shall receive such percentage of the said sum that is arrived at by multiplying by 100 the fraction obtained by dividing the total number of persons eligible under paragraph 3.2.4 by the aggregate number of persons eligible under sub-paragraph 3.2.1 a) and paragraph 3.2.4.

25.4.2 For the purposes of making payments until the final number of eligible James Bay Crees and Inuit of Québec have been determined as set forth in sub-paragraphs 25.4.1 a) and 25.4.1 b) payments to the James Bay Crees and the Inuit of Québec or their designated payees shall be made as follows:

a) For the period from execution of the Agreement through October 31, 1977, the James Bay Crees shall receive sixty percent (60%) and the Inuit of Québec forty percent (40%).

b) Commencing November 1, 1977, after the final number of eligible James Bay Crees and Inuit of Québec have been determined, the scheduled payment against the first $75,000,000. due January 1, 1978 and the issue on November 1, 1977 of Québec debentures against the compensation for future development shall be so adjusted between the James Bay Crees and the Inuit of Québec so that all payments made pursuant to the provisions of this Section prior to said dates will be equal to the ratio set forth in sub-paragraphs 25.4.1 a) and 25.4.1 b).

c) Commencing with the payment due January 1, 1979 against the first $75,000,000. and with the issue of Québec debentures on November 1, 1978 all subsequent payments scheduled under this Section shall be divided between the James Bay Crees and the Inuit of Québec in the proportions determined according to sub-paragraphs 25.4.1 a) and 25.4.1 b).

25.5 Cost of Negotiations

Québec shall pay to the James Bay Crees and the Inuit of Québec as compensation in respect to the cost of the negotiations the following amounts:

The James Bay Crees: $ 2.2 million

The Inuit of Québec: $ 1.3 million

The said amounts shall be paid to the legal entities provided for in Sections 26 and 27 immediately upon the Agreement coming into force.

25.6.1 *Financing During the Transitional Period*
Notwithstanding the provisions of paragraph 2.9.4, Québec undertakes that forthwith upon the execution of the Agreement it will advance $5,500,000. of Québec's portion of $11,266,600. of the first payment on account of the first $75,000,000. to be made pursuant to Sub-Section 25.1 in the form of loans to the interested Native parties for the benefit of the James Bay Crees and the Inuit of Québec to permit the said parties to participate in and act in consequence of the Transitional Measures provided for in Section 2. In consequence, Québec shall deposit in trust pursuant to paragraph 2.9.4 only the sum of $5,766,600. in respect of the first payment by Québec on account of the first $75,000,000.

25.6.2 The loans contemplated by paragraph 25.6.1 shall be for the following amounts:

The James Bay Crees: $ 3.3 million
The Inuit of Québec: $ 2.2 million

25.6.3 The loans provided for in paragraph 25.6.2 shall bear no interest. However, when computing interest to be paid by Québec pursuant to the provisions of paragraph 25.1.6, the amount of the said loans made pursuant to paragraph 25.6.1 shall be deducted from the portions of the first $75,000,000. becoming payable by Québec during the transitional period as of the dates of the said loans.

25.6.4 The James Bay Crees and the Inuit of Québec shall repay their respective loans to Québec upon the Agreement coming into force and concurrently with Québec paying to the James Bay Crees and the Inuit of Québec the amounts due under the provisions of Sub-Sections 25.1 and 25.2 and the cost of negotiations provided for in Sub-Section 25.5.
In case the Agreement does not come into force, the said loans shall be forgiven.

25.6.5 The parties agree to execute any documents required to give effect to this Sub-Section.

26.0.1 The compensation payable to the Crees, pursuant to the provisions of Sub-Sections 25.1 and 25.2 (collectively referred to herein as the "Compensation"), shall be made by payments to a corporation incorporated by a Special Act of the Province of Québec as a non-profit organization without pecuniary gain to its members, which corporation may be a foundation (herein referred to as the "Corporation" for the purposes of this Section).

26.0.2 The Corporation shall be under the effective control of the Crees. All the Crees eligible pursuant to the criteria established in Section 3 of the Agreement, and no other persons, shall be members of the Corporation, and the qualifications for being eligible to vote for, and to hold office as, a director shall be as set forth in the Special Act referred to in paragraph 26.0.1.

26.0.3 The Corporation shall have its head office in the province of Québec at a place within the limits of Category IA or IB lands at the option of the Crees, and Québec and Canada shall make the payments of the Compensation to the Corporation at the said head office.

26.0.4 The purposes for which the Corporation shall be incorporated are the following:

a) The reception, administration and investment of the Compensation payable to the Crees, pursuant to the provisions of the Agreement;

b) the relief of poverty, the welfare and the advancement of education of the Crees;

c) the development, the civic and other improvement of the Cree communities within the Territory.

26.0.5 The Corporation shall have, among other powers set forth in the Special Act of incorporation, the powers:

a) to transfer to one (1) or more wholly-owned holding or venture capital corporations to be incorporated, either by Special Act of the National Assembly or under Québec laws of general application, not more than twenty-five percent (25%) of the Compensation referred to in Sub-Section 25.1 for the following purposes:

(i) to assist in the creation, financing or development of businesses, resources, properties and industries of the Crees;

(ii) to initiate, expand and develop opportunities for the Crees to particiate in the economic development of their society through the application of their skills and capital; and

(iii) to invest in the securities of any corporation owning property or carrying on business directly related to the economic or other interests of the Crees.

b) To transfer to one (1) or more wholly-owned or wholly-controlled corporations to be incorporated, either by Special Act of the National Assembly or under Québec laws of general application, or to some form of wholly-owned or wholly-controlled non-corporate entity with the approval of the Lieutenant-Governor in Council, any amount which, when added to the amount transferred or used pursuant to paragraph 26.0.5 a) shall not aggregate more than twenty-five percent (25%) of the Compensation referred to in Sub-Section 25.1, exclusively for educational, community and other charitable activities of the Crees;

c) to invest through one (1) or more wholly-owned corporations to be incorporated, either by Special Act of the National Assembly or under Québec laws of general application, the balance of the compensation referred to in Sub-Section 25.1 which shall be not less than seventy-five percent (75%) or fifty percent (50%), respectively, of the compensation referred to in Sub-Section 25.1 for the periods stipulated in paragraph 26.0.7 in investments described in Schedule 1 to this Section and therafter, subject to the provisions of paragraph 26.0.6, as it deems appropriate and to use the revenues from such investments to support in any way judged appropriate any activities, whether social, community, business or otherwise, of the Crees;

d) After twenty (20) years from the coming into force of the Agreement, subject always to paragraph 26.0.6, no restrictions as to the investment, use, transfer or re-transfer of the Compensation or revenues therefrom shall exist either for the Corporation or any of the corporations or entities to which any part of the Compensation or the revenues therefrom have been transferred.

26.0.6 In furtherance of the powers of the Corporation and the other entities herein contemplated or afterwards created, and subject to the restrictions herein contained, the Compensation and the revenues therefrom may be used only for community purposes, other undertakings of general benefit to the Cree people, or may be set aside for and distributed to the individual Cree communities mentioned in the Agreement, to be used to benefit the said communities, and furthermore the Corporation and any other entities contemplated hereby or afterwards created shall not distribute their assets in any manner whatsoever to, or pay dividends or make gifts to, or otherwise benefit, any individual as distinct from the community.

26.0.7 During the ten (10) year period following the coming into force of the Agreement, not less than seventy-five percent (75%) and during the ten (10) year period next following, not less than fifty percent (50%) of the compensation referred to in Sub-Section 25.1 shall be invested directly by

the Corporation or through one (1) or more wholly-owned corporations in investments permitted under Schedule 1 to this Section.

26.0.8 The charter of the Corporation and, any instrument of creation or establishment of any other entity (corporate or otherwise) herein contemplated or afterwards created shall provide that their respective boards of directors or management shall be comprised of members of the Corporation to be selected on a basis guaranteeing at least one (1) representative for each Cree Community and, for a period of ten (10) years from the date of the coming into force of the Agreement, two (2) representatives selected by Québec and one (1) representative selected by Canada, who need not be members of the Corporation, after consultation with the other Cree directors. The charter and by-laws of the Corporation and the instrument of creation or establishment of any such entity shall provide that their respective boards of directors or management shall be composed of not less than eleven (11) and not more than twenty-eight (28) persons and that not less than seven (7) days prior notice must be given in respect of any meeting of any such board. The directors appointed by Québec and Canada shall not be remunerated, nor have their expenses paid, by the Corporation or any such entity.

26.0.9 No voluntary winding-up or dissolution of the Corporation shall take place, and subject to the provisions of the Bankruptcy Act, no involuntary winding-up and dissolution of the Corporation shall take place without the prior approval of the Lieutenant-Governor in Council of the plan of distribution of the assets to the members of the Corporation after discharging its liabilities.

26.0.10 The provisions of this Section can only be amended with the consent of Québec, Canada, and the interested Native party.

26.10.11 For a period of twenty (20) years from the date of the coming into force of the Agreement, any application to Québec for a Special Act of incorporation and/or for any incorporation pursuant to the general laws of Québec, by the Crees may be made only by instrument setting forth all of the powers and provisions requested, and no such application may be made without the Crees having received the prior consent of Canada to such powers and provisions.

26.0.12 For a period of twenty (20) years from the constitution of the Corporation and/or of the other entities herein contemplated or afterwards created, any application for amendment to any such special Act and/or for supplementary letters patent, by the Crees may be made only after having received the prior consent of Canada.

26.0.13 In addition to, or in substitution for, the corporations and/or entities contemplated hereby and which are wholly-owned or wholly-controlled by the Corporation, the Crees shall have the right up to but not later than the date

the Agreement shall come into force, to propose the creation of other corporations and/or entities not wholly-owned or wholly-controlled by the Corporation but wholly-owned or wholly-controlled by Crees or Cree communities, to which corporations and/or entities all or part of the monetary compensation may be transferred, the whole on such terms, conditions and for such purposes as may be mutually agreed upon by the Crees, Canada and Québec, following negotiations.

(a) Bonds or other evidences of indebtedness issued or guaranteed by the government of the Province of Québec, of Canada or a province of Canada, of the United States of America or of any such states, by the International Bank of Reconstruction and Development, by a municipal or school corporation in Canada, or by a fabrique in the Province of Québec;
(b) bonds or other evidences of indebtedness issued by a public authority having as its object the operation of a public service in Canada or any province thereof and entitled to impose a tariff for such service;
(c) bonds or other evidences of indebtedness secured by the transfer to a trustee of an undertaking by Canada or any province of Canada to pay sufficient subsidies to meet the interest and principal at their respective maturities;
(d) the bonds, debentures or other evidences of indebtedness of a corporation that are fully secured by a mortgage, charge or hypothec to a trustee or to the Corporation upon any, or upon any combination, of the following assets:

(i) real estate or leaseholds;

(ii) the plant or equipment of a corporation that is used in the transaction of its business; or

(iii) bonds, debentures or other evidences of indebtedness or shares, of a class authorized hereunder as investments, or cash balances, if such bonds, debentures or other evidences of indebtedness, shares or cash balances are held by a trustee; and the inclusion, as additional security under the mortgage, charge or hypothec, of any other assets not of a class authorized hereunder as investments shall not render such bonds, debentures or other evidences of indebtedness ineligible as an investment;
(e) obligations or certificates issued by a trustee to finance the purchase of transportation equipment for a corporation incorporated in Canada or the United States to be used on airlines, railways or public highways, if the obligations or certificates are fully secured by

(i) an assignment of the transportation equipment to, or the ownership thereof by, the trustee; and

(ii) a lease or conditional sale thereof by the trustee to the corporation;
(f) the bonds, debentures or other evidences of indebtedness

(i) of a corporation if, at the date of investment, the preferred shares or the common shares of the corporation are authorized as investments by paragraph (h) or (i); or

(ii) of or guaranteed by a corporation where the earnings of corporation in a period of five years ended less than one year before the date of investment have been equal in sum total to at least ten times and in each of any four of the five years have been equal to at least one and one-half times the annual interest requirements at the date of investment on all indebtedness of or guaranteed by it other than indebtedness classified as a current liability under generally accepted accounting principles in the balance sheet of the corporation; and if the corporation at the date of investment owns directly or indirectly more than fifty per cent of the common shares of another corporation, the earnings of the corporations during the said period of five years may be consolidated with due allowance for minority interests, if any, and in that event the interest requirements of

the corporations shall be consolidated and such consolidated earnings and consolidated interest requirements shall be taken as the earnings and interest requirements of the corporation; and for the purpose of this subparagraph "earnings" means earnings available to meet interest charges on indebtedness other than indebtedness classified as a current liability under generally accepted accounting principles;

(g) guaranteed investment certificates issued by a trust company incorporated in Canada if, at the date of investment, the preferred shares or the common shares of the trust company are authorized as investments by paragraph (h) or (i) or certificates of deposit and bearer discount notes of any Canadian chartered bank or of any savings and credit union;

(h) the preferred shares of a corporation if

(i) the corporation has paid a dividend in each of the five years immediately preceding the date of investment at least equal to the specified annual rate upon all of its preferred shares, or

(ii) the common shares of the corporation are, at the date of investment, authorized as investments by paragraph (i);

(i) the fully paid common shares of a corporation that during a period of five years that ended less than one year before the date of investment has either

(i) paid a dividend in each such year upon its common shares, or

(ii) had earnings in each such year available for the payment of a dividend upon its common shares,

of at least four per cent of the average value at which the shares were carried in the capital stock account of the corporation during the year in which the dividend was paid or in which the corporation had earnings available for the payment of dividends, as the case may be;

(j) real estate or leaseholds for the production of income in Canada, if

(i) a lease of the real estate or leasehold is made to, or guaranteed by,

(A) the government of Canada or any of the provinces, or an agency of the said governments, or

(B) a corporation, the preferred shares or common shares of which are, at the date of investment, authorized as investments by paragraph (h) or (i),

(ii) the lease provides for a net revenue sufficient to yield a reasonable interest return during the period of the lease and to repay at least eighty-five per cent of the amount invested in the real estate or leasehold within the period of the lease but not exceeding thirty years from the date of investment, and

(iii) the total investment of the Corporation in any one parcel of real estate or in any one leasehold does not exceed two per cent of the book value of the total assets of the Corporation; and the Corporation may hold, maintain, improve, lease, sell or otherwise deal with or dispose of the real estate or leasehold;

(k) real estate or leaseholds for the production of income in Canada, if

(i) the real estate or leasehold has produced, in each of the three years immediately preceding the date of investment, net revenue in an amount that, if continued in future years, would be sufficient to yield a reasonable

interest return on the amount invested in the real estate or leasehold and to repay at least eighty-five per cent of that amount within the remaining economic lifetime of the improvements to the real estate or leasehold but not exceeding forty years from the date of investment, and

(ii) the total investment of the Corporation in any one parcel of real estate or in any one leasehold does not exceed two per cent of the book value of the total assets of the Corporation; and the Corporation may hold, maintain, improve, lease, sell or otherwise deal with or dispose of the real estate or leasehold;

(l) debts secured by mortgages, charges and hypothecs, upon improved real estate or leaseholds in Canada, notwithstanding that the amount paid for such debts so secured by mortgage, charge or hypothec exceeds 3/4 of the value of the real estate or leasehold, if the loan for which the mortgage, charge or hypothec is security is an approved loan or an insured loan under the National Housing Act (Canada) or any equivalent provincial legislation;

(m) debts secured by hypothec or mortgage on real estate in Canada

(1) if payment of principal and interest is guaranteed or assured by the governments of Canada of of any province of Canada or any public authority therein; or

(2) if the hypothec or mortgage ranks first and the amount of the debt is not more than seventy-five per cent of the value of the real estate securing payment thereof.

(n) where a company owns securities of a corporation and as a result of a bona fide arrangement for the reorganization or liquidation of the corporation or for the amalgamation of the corporation with another corporation, such securities are to be exchanged for bonds, debentures or other evidences of indebtedness or shares not authorized as investments by the foregoing provisions of this Schedule, the Corporation may accept such bonds, debentures or other evidences of indebtedness or shares;

(o) the total book value of the investments of the Corporation in common shares shall not exceed fifty (50) per cent of the book value of the total assets of the Corporation;

(p) the total book value of the investments of the Corporation in real estate or leaseholds for the production of income shall not exceed ten per cent of the book value of the total assets of the Corporation;

(q) the Corporation shall not invest any of its funds in bonds, debentures or other evidences of indebtedness on which payment of principal or interest is in default;

(r) in order to secure total or partial payment of any amount owed to it, the Corporation may acquire and dispose of the real estate which secures such payment, and such real estate shall not be included in the restrictions pursuant to paragraph (j), (k) or (p).

(s) The Corporation may invest its funds otherwise than as authorized in this Schedule, provided that the total amount of such investment does not exceed seven (7) percent of the book value of the total assets of the Corporation and that, in the case of investment in real estate, the total investment in real estate consisting of a single undertaking does not exceed one (1) percent of the book value of the total assets of the Corporation.

27.0.1 The compensation paid to the Inuit pursuant to Sub-Sections 25.1 and 25.2 (hereinafter collectively referred to as the "Compensation") shall be for their exclusive use and benefit. A legal entity known as "La Société Inuit de développement – The Inuit Development Corporation" (or such other name acceptable to Québec), to be incorporated in accordance with the provisions hereinafter set forth, shall receive the Compensation.

27.0.2 La Société Inuit de développement – The Inuit Development Corporation (hereinafter referred to as the "Corporation") shall be incorporated by a Special Act of the National Assembly of Québec.

27.0.3 The Corporation shall be without share capital and the only members shall be all Inuit eligible by virtue of Section 3 (referred to in this Section as the "Inuit").

27.0.4 The purposes of the Corporation shall be:

a) to receive the Compensation and to administer and invest the Compensation and the revenues therefrom;

b) the relief of poverty, the welfare and the advancement of education of the Inuit;

c) the development and the improvement of the Inuit communities.

27.0.5 The Corporation shall have, among other powers set forth in the Special Act of incorporation, the powers:

a) to transfer to one (1) or more wholly-owned holding or venture capital corporations to be incorporated, either by Special Act of the National Assembly or under Québec laws of general application, not more than twenty-five percent (25%) of the compensation referred to in Sub-Section 25.1 for the following purposes:

(i) to assist in the creation, financing or development of businesses, resources, properties and industries of the Inuit;

(ii) to initiate, expand and develop opportunities for the Inuit to participate in the economic development of their society through the application of their skills and capital; and

(iii) to invest in the securities of any corporation owning property or carrying on business intended to directly relate to the economic or other interests of the Inuit.

b) to transfer to one (1) or more wholly-owned or wholly-controlled corporations to be incorporated, either by Special Act of the National Assembly or under Québec laws of general application, or to some form of wholly-

owned or wholly-controlled non-corporate entity with the approval of the Lieutenant-Governor in Council, any amount which, when added to the amount transferred or used pursuant to sub-paragraph 27.0.5 a) shall not aggregate more than twenty-five percent (25%) of the compensation referred to in Sub-Section 25.1, exclusively for educational, community and other charitable activities of the Inuit.

c) to invest through one (1) or more wholly-owned corporations to be incorporated, either by Special Act of the National Assembly or under Québec laws of general application, the balance of the compensation referred to in Sub-Section 25.1, which shall be not less than seventy-five percent (75%) or fifty percent (50%), respectively, of the Compensation referred to in Sub-Section 25.1 for the periods stipulated in paragraph 27.0.7 in investments described in Schedule I to this Section and thereafter, subject to the provisions of paragraph 27.0.6, as it deems appropriate and to use the revenues from such investments to support in any way judged appropriate any activities, whether social, community, business or otherwise, of the Inuit.

27.0.6 In furtherance of the powers of the Corporation and the other entities herein contemplated or afterwards created, and subject to the restrictions herein contained, the Compensation and the revenues therefrom may be used only for community purposes, other undertakings of general benefit to the Inuit people, or may be set aside for and distributed to the individual Inuit communities mentioned in the Agreement, to be used to benefit the said communities, and furthermore the Corporation and any other entities contemplated hereby or afterwards created shall not distribute their assets in any manner whatsoever to, or pay dividends or make gifts to, or otherwise benefit, any individual as distinct from the community.

27.0.7 During the ten (10) year period following the coming into force of the Agreement, not less than seventy-five percent (75%), and during the ten (10) year period next following, not less than fifty percent (50%) of the Compensation referred to in Sub-section 25.1 shall be invested directly by the Corporation or through one (1) or more wholly-owned corporations in investments permitted under Schedule 1 to this Section.

27.0.8 The charter of the Corporation and any instrument of creation or establishment of any other entity (corporate or otherwise) herein contemplated or afterwards created shall provide that their respective Boards of Directors or management shall be comprised of members of the Corporation over eighteen (18) years of age, to be selected on a basis guaranteeing at least one (1) representative for each Inuit Community and, for a period of eight (8) years from the date of the coming into force of the Agreement, which period may be extended for a further period of two (2) years upon the request of four (4) Inuit directors, two (2) representatives selected by Québec and one (1) representative selected by Canada who need not be members of the Corporation, after consultation with the other directors.

The charter and by-laws of the Corporation and the instrument of creation or establishment of any such entity shall provide that their respective Boards of Directors or management shall be composed of not less than seventeen (17) and not more than twenty-five (25) persons and that not less than seven (7) days prior notice must be given in respect of any meeting of any such board. The directors appointed by Québec and Canada shall not be remunerated, nor have their expenses paid, by the Corporation or any such entity.

27.0.9 No voluntary winding-up or dissolution of the Corporation shall take place, and subject to the provisions of the Bankruptcy Act, no involuntary winding-up or dissolution of the Corporation shall take place without the prior approval of the Lieutenant-Governor in Council of the plan of distribution of the assets to the members of the Corporation after discharging its liabilities.

27.0.10 The provisions of this Section can only be amended with the consent of Québec, Canada, and the interested Native party.

27.0.11 For a period of twenty (20) years from the date of the coming into force of the Agreement, any application to Québec for a Special Act of incorporation and/or for an incorporation pursuant to the general laws of Québec, by the Inuit may be made only by instrument setting forth all of the powers and provisions requested, and no such application may be made without the Inuit having received the prior consent of Canada to such powers and provisions.

27.0.12 For a period of twenty (20) years from the constitution of the Corporation and/or of the other entities herein contemplated or afterwards created, any application for amendment to any Special Act and/or for supplementary letters patent, by the Inuit may be made only after having received the prior consent of Canada.

(a) Bonds or other evidences of indebtedness issued or guaranteed by the government of the province of Québec, of Canada or a province of Canada, of the United States of America or of any such states, by the International Bank for Reconstruction and Development, by a municipal or school corporation in Canada, or by a fabrique in the Province of Québec;
(b) bonds or other evidences of indebtedness issued by a public authority having as its object the operation of a public service in Canada or any province thereof and entitled to impose a tariff for such service;
(c) bonds or other evidences of indebtedness secured by the transfer to a trustee of an undertaking by Canada or any province of Canada to pay sufficient subsidies to meet the interest and principal at their respective maturities;
(d) the bonds, debentures or other evidences of indebtedness of a corporation that are fully secured by a mortgage, charge or hypothec to a trustee or to the Corporation upon any, or upon any combination, of the following assets:

(i) real estate or leaseholds;

(ii) the plant or equipment of a corporation that is used in the transaction of its business; or

(iii) bonds, debentures or other evidences of indebtedness or shares, of a class authorized hereunder as investments, or cash balances, if such bonds, debentures or other evidences of indebtedness, shares or cash balances are held by a trustee; and the inclusion, as additional security under the mortgage, charge or hypothec, of any other assets not of a class authorized hereunder as investments shall not render such bonds, debentures or other evidences of indebtedness ineligible as an investment;
(e) obligations or certificates issued by a trustee to finance the purchase of transportation equipment for a corporation incorporated in Canada or the United States to be used on airlines, railways or public highways, if the obligations or certificates are fully secured by

(i) an assignment of the transportation equipment to, or the ownership thereof by, the trustee, and

(ii) a lease or conditional sale thereof by the trustee to the corporation;
(f) the bonds, debentures or other evidences of indebtedness

(i) of a corporation if, at the date of investment, the preferred shares or the common shares of the corporation are authorized as investments by paragraph (h) or (i); or

(ii) of or guaranteed by a corporation where the earnings of corporation in a period of five years ended less than one year before the date of investment have been equal in sum total to at least ten times and in each of any four of the five years have been equal to at least one and one-half times the annual interest requirements at the date of investment on all indebtedness of or guaranteed by it other than indebtedness classified as a current liability under generally accepted accounting principles in the balance sheet of the corporation; and if the corporation at the date of investment owns directly or indirectly more than fifty per cent of the common shares of another corporation, the earnings of the corporations during the said period of five years may be consolidated with due allowance for minority interests, if any, and in that event the interest requirements of

the corporations shall be consolidated and such consolidated earnings and consolidated interest requirements shall be taken as the earnings and interest requirements of the corporation; and for the purpose of this subparagraph "earnings" means earnings available to meet interest charges on indebtedness other than indebtedness classified as a current liability under generally accepted accounting principles;

(g) guaranteed investment certificates issued by a trust company incorporated in Canada if, at the date of investment, the preferred shares or the common shares of the trust company are authorized as investments by paragraph (h) or (i) or certificates of deposit and bearer discount notes of any Canadian chartered bank or of any savings and credit union;

(h) the preferred shares of a corporation if

(i) the corporation has paid a dividend in each of the five years immediately preceding the date of investment at least equal to the specified annual rate upon all of its preferred shares, or

(ii) the common shares of the corporation are, at the date of investment, authorized as investments by paragraph (i);

(i) the fully paid common shares of a corporation that during a period of five years that ended less than one year before the date of investment has either

(i) paid a dividend in each such year upon its common shares, or

(ii) had earnings in each such year available for the payment of a dividend upon its common shares,

of at least four per cent of the average value at which the shares were carried in the capital stock account of the corporation during the year in which the dividend was paid or in which the corporation had earnings available for the payment of dividends, as the case may be;

(j) real estate or leaseholds for the production of income in Canada, if

(i) a lease of the real estate or leasehold is made to, or guaranteed by,

(A) the government of Canada or any of the provinces, or an agency of the said governments, or

(B) a corporation, the preferred shares or common shares of which are, at the date of investment, authorized as investments by paragraph (h) or (i).

(ii) the lease provides for a net revenue sufficient to yield a reasonable interest return during the period of the lease and to repay at least eighty-five per cent of the amount invested in the real estate or leasehold within the period of the lease but not exceeding thirty years from the date of investment, and

(iii) the total investment of the Corporation in any one parcel of real estate or in any one leasehold does not exceed two per cent of the book value of the total assets of the Corporation;

and the Corporation may hold, maintain, improve, lease, sell or otherwise deal with or dispose of the real estate or leasehold;

(k) real estate or leaseholds for the production of income in Canada, if

(i) the real estate or leasehold has produced, in each of the three years immediately preceding the date of investment, net revenue in an amount that, if continued in future years, would be sufficient to yield a reasonable interest return on the amount invested in the real estate or leasehold and

to repay at least eighty-five per cent of that amount within the remaining economic lifetime of the improvements to the real estate or leasehold but not exceeding forty years from the date of investment, and

(ii) the total investment of the Corporation in any one parcel of real estate or in any one leasehold does not exceed two per cent of the book value of the total assets of the Corporation; and the Corporation may hold, maintain, improve, lease, sell or otherwise deal with or dispose of the real estate or leasehold;

(l) debts secured by mortgages, charges and hypothecs, upon improved real estate or leaseholds in Canada, notwithstanding that the amount paid for such debts so secured by mortgage, charge or hypothec exceeds 3/4 of the value of the real estate or leasehold, if the loan for which the mortgage, charge or hypothec is security is an approved loan or an insured loan under the National Housing Act (Canada) or any equivalent provincial legislation.

(m) debts secured by hypothec or mortgage on real estate in Canada:

(1) if payment of principal and interest is guaranteed or assured by the governments of Canada or of any province of Canada or any public authority therein; or

(2) if the hypothec or mortgage ranks first and the amount of the debt is not more than seventy-five per cent of the value of the real estate securing payment thereof;

(n) where a company owns securities of a corporation and as a result of a bona fide arrangement for the reorganization or liquidation of the corporation or for the amalgamation of the corporation with another corporation, such securities are to be exchanged for bonds, debentures or other evidences of indebtedness or shares not authorized as investments by the foregoing provisions of this Schedule, the Corporation may accept such bonds, debentures or other evidences of indebtedness or shares;

(o) the total book value of the investments of the Corporation in common shares shall not exceed fifty (50) percent of the book value of the total assets of the Corporation;

(p) the total book value of the investments of the Corporation in real estate or leaseholds for the production of income shall not exceed ten per cent of the book value of the total assets of the Corporation;

(q) the Corporation shall not invest any of its funds in bonds, debentures or other evidences of indebtedness on which payment of principal or interest is in default;

(r) in order to secure total or partial payment of any amount owed to it, the Corporation may acquire and dispose of the real estate which secures such payment, and such real estate shall not be included in the restrictions pursuant to pargraph (j), (k) or (p).

(s) the Corporation may invest its funds otherwise than as authorized in this Schedule, provided that the total amount of such investment does not exceed seven (7) percent of the book value of the total assets of the Corporation and that, in the case of investment in real estate, the total investment in real estate consisting of a single undertaking does not exceed one (1) percent of the book value of the total assets of the Corporation.

28.1 Preliminary Provisions

28.1.1 Programs, funding and technical assistance presently provided by Canada and Québec, and the obligations of the said governments with respect to such programs and funding shall continue to apply to the James Bay Crees on the same basis as to other Indians of Canada in the case of federal programs, and to other Indians in Québec in the case of provincial programs, subject to the criteria established from time to time for the application of such programs, and to general parliamentary approval of such programs and funding.

The foregoing terms, conditions, obligations and criteria will apply to all federal programs referred to in this Section.

28.1.2 Subject to paragraph 28.1.1, Canada and Québec shall continue to assist and promote the efforts of the James Bay Crees and more specifically undertake, within the terms of such programs and services as are established and in operation from time to time, to assist the James Bay Crees in pursuing the objectives set forth herein in Sub-Sections 28.4 to 28.16.

28.2 James Bay Native Development Corporation

28.2.1 There shall be established by special provincial legislation upon the coming into force of the Agreement or earlier by the mutual agreement of Québec, La Société de développement de la Baie James and the James Bay Crees, a Corporation under the name of the "James Bay Native Development Corporation" in English or "Société de développement autochtone de la Baie James" in French (hereinafter referred to as "the Corporation") a subsidiary of the Société de développement de la Baie James.

28.2.2 The Corporation shall operate in accordance with the rights, obligations, terms and conditions established by and in accordance with this Section of the Agreement and the James Bay Region Development Act.

28.2.3 Said special provincial legislation referred to in paragraph 28.2.1 shall provide that as authorized capital stock of the Corporation, the Minister of Finance shall pay each year over a period to be negotiated between Québec, the Société de développement de la Baie James and the Crees, to the "Corporation", out of the consolidated revenue funds, a sum to be negotiated between the said three parties for fully paid up non-voting shares of its capital stock for which the Corporation shall issue certificates to him; if payment with respect to one year is not made or is made in part only, it may be made subsequently. The shares of the Corporation shall form part of the public domain and shall be alloted to the Minister of Finance.

28.2.4 The board of directors of the Corporation shall consist of five (5) directors. Two (2) directors shall be appointed by or with the consent of the Société de développement de la Baie James, two (2) directors shall be appointed by or with the consent of the Cree Regional Authority or its nominee and one (1) director shall be appointed by Québec. The director appointed by Québec shall be the chairman of the Board of the Corporation and shall in no case be a member of the Board of the Société de développement de la Baie James or the Cree Regional Authority or any corporation in which either has a controlling interest.

28.2.5 Earnings of the Corporation shall be retained in the Corporation for use by it in accordance with its objects.

28.2.6 At the expiration of the period referred to at paragraph 28.2.3 Québec shall, after consultation with the Société de développement de la Baie James and the Cree Regional Authority or its nominee, review the operation of the Corporation and decide upon possible expansion of the capital stock of the Corporation.

28.2.7 The Corporation may submit from time to time specific projects to Canada for funding of such projects and Canada shall provide funding for such projects within the scope of programs and criteria existing from time to time if such projects directly benefit the James Bay Crees and are justified on the basis of economic criteria. The same provisions shall apply to provincial programs. Applications made by the Corporation under this paragraph shall in no way prejudice the James Bay Crees, the Cree Regional Authority, the Société de développement de la Baie James, the Corporation or other bodies under their control from any right to benefits they may be entitled to receive under existing federal or provincial programs.

28.2.8 Nothing contained herein shall preclude Canada and Québec from making appropriate arrangements for administration and funding of programs in accorgance with the general terms and conditions of the Agreement.

28.3 Objects of the James Bay Native Development Corporation

28.3.1 The objects of the James Bay Native Development Corporation shall be to:

a) assist, promote and encourage the creation, diversification or development of businesses, resources, properties and industries within the territory with a view to stimulating maximum economic opportunities for Cree people and contributing to their general economic well-being;

b) assess the potential contribution of the Corporation to the economic development of the Cree people in the Territory and establish priorities to

promote appropriate measures and projects for fostering such development;

c) invest in various projects for Cree economic development;

d) promote greater cooperation between the Société de développement de la Baie James and the James Bay Crees with respect to development in the Territory.

28.3.2 In particular, the James Bay Native Development Corporation will assess opportunities and develop projects or activities which directly benefit the James Bay Crees in, inter alia, the fields of outfitting, tourism, native arts and crafts, road maintenance, fuel distribution, forestry and mining.

28.3.3 The James Bay Native Development Corporation will assist the James Bay Crees and participate in joint ventures between the Société de développement de la Baie James and Cree corporations, in specific fields or activities such as fuel distribution, mining exploration and exploitation and forestry exploitation, construction and transportation services and such other ventures as are deemed appropriate by the Corporation.

Such partnership association may only be established following negotiation and agreement between the Société de développement de la Baie James and the Cree Regional Authority or its nominee and according to the general provisions contained in the Agreement respecting the rights and obligations of the said parties.

28.3.4 The James Bay Native Development Corporation may with the unanimous agreement of its directors, and within the scope of its objects participate in joint ventures with third parties provided such joint ventures benefit the James Bay Crees.

28.3.5 Nothing in this Section shall be deemed to preclude either the Société de développement de la Baie James or the Cree Regional Authority or its nominee from developing independently any economic venture. The said parties retain the right to operate alone or together with a third party for development purposes.

28.4 Cree Associations

28.4.1 Subject to the positive conclusions of the necessary feasibility studies involving the Crees to the greatest extent possible and to the availability of funds, Canada and/or Québec will assist the Crees with funding and technical advice in establishing, as soon as possible, as described herein:

a) a Cree Trappers' Association;

b) a Cree Outfitting and Tourism Association;

c) a Cree Native Arts and Crafts Association.

28.5 Cree Trappers' Association

28.5.1 As soon as possible, following the execution of the Agreement, feasibility studies respecting the formation of a Cree Trappers' Association shall be undertaken jointly by Canada, Québec and the Cree Regional Authority.

28.5.2 The parties referred to at paragraph 28.5.1 shall examine the possibility of the formation of a Joint Founding Committee involving representation from the Cree communities to assist and participate in the feasibility studies.

28.5.3 The feasibility studies shall involve consultation with individual Cree trappers or groups of trappers within each community.

28.5.4 The feasibility studies shall, if possible, be completed by July 1, 1976.

28.5.5 The feasibility studies respecting the Cree Trappers' Association shall consider and contain recommendations respecting the following matters:

a) a trapline development program including measures respecting camps, communication and travel facilities;

b) improved trapper capability including measures to increase availability of and sources of funds for equipment, supplies and transportation;

c) fur marketing and promotion to increase the trappers' returns including fur collection services;

d) improved biological production including habitat improvement, species rehabilitation and wildlife surveys;

e) trappers' training programs, courses on fur grading, marketing and fur depot management;

f) transfer to the Association of appropriate government services and programs related to trapping;

g) possible development of other sectors of the fur industry;

h) program management and administration;

i) physical facilities necessary for the operation of the Association;

j) objects, funding and administration of the Cree Trappers' Association including, inter alia, the respective participation of the federal and provincial and Cree governments in funding.

28.5.6 Subject to the results of the feasibility studies and in the event that a Cree Trappers' Association is established, Canada, Québec and the Cree Regional Authority, in a proportion to be mutually agreed upon shall assist the Association to the extent possible with funding with respect to its objects including:

a) programs to be operated by the Cree Trappers' Association;

b) capital funding for physical facilities in each Cree community as well as central facilities, if necessary, and for loan funds;

c) costs connected with the operation of the Association.

28.6 Cree Outfitting and Tourism Association

28.6.1 As soon as possible following the execution of the Agreement and subject to the results of the feasibility studies referred to in paragraph 28.4.1 there shall be established a Cree Outfitting and Tourism Association which shall inter alia:

a) provide marketing, booking and promotion services for Cree outfitting operations;

b) provide business, management, accounting and professional services for Cree outfitters;

c) conduct feasibility studies related to establishment or siting of individual outfitting facilities or a network of outfitting facilities.

28.6.2 Subject to the results of the feasibility studies and in the event that a Cree Outfitting and Tourism Association is established, Canada, Québec and the Cree Regional Authority, in a proportion to be mutually agreed upon shall assist the Association in its operation and objects.

28.7 Cree Native Arts and Crafts Association

28.7.1 There is established a Cree Native Arts and Crafts Program which shall include the structures, services, procedures, functions and agencies provided for in this Sub-Section.

28.7.2 As soon as possible following the execution of the Agreement subject to the results of the feasibility studies referred to at paragraph 28.4.1 there

shall be established a Cree Native Arts and Crafts Association which shall be responsible for and supervise the programs for the development of Native Arts and Crafts and a local Arts and Crafts Committee, in each Cree community.

28.7.3 The Chairman of the each Local Arts and Crafts Committee shall have a seat on the Board of Directors of the Cree Native Arts and Crafts Association.

28.7.4 The Cree Native Arts and Crafts Association shall establish a Cree Central Marketing Service which shall assist individual Crees or Cree communities in the marketing and related services for Cree Arts and Crafts and shall make available to Cree individuals or Cree communities such material or equipment as may be required for the creation of native arts and crafts.

28.7.5 Subject to the results of the feasibility studies and in the event that a Cree Native Arts and Crafts Association is established, Canada, Québec and the Cree Regional Authority, in a proportion to be mutually agreed upon shall assist the Association in its operation and objects.

28.8 Joint Economic and Community Development Committee

28.8.1 There is established the Joint Economic and Community Development Committee (hereinafter referred to as "the Committee") a body for the Cree people, Québec and Canada jointly to review and make recommendations respecting the establishment, expansion, operation and effectiveness of government economic development, community development and other programs related to the economic and social development of the Cree people.

28.8.2 The Committee shall be composed of 9 members. Canada and Québec shall each appoint 2 members and the Cree Regional Authority shall appoint 5 members. The parties shall pay the expenses and remuneration of their own members. The size or composition of the Committee may be altered from time to time by mutual consent of the parties to the Committee.

28.8.3 The specific functions of the Committee shall be, inter alia, to:

a) review and recommend measures concerning governmental services and programs related to promotion of economic and social development including:

i) needs for and the operations and effectiveness of vocational, upgrading and other training programs including receipt of proposals from local or regional authorities for such programs;

ii) the operation, including staff requirements, of job placement and recruitment services;

iii) Cree employment on various government bodies on a priority basis and with respect to Cree priority in the awarding of various project contracts;

iv) business assistance programs, funding management and financial advice.

b) examine and make recommendations respecting the availability, improvement or modifications of community development programs;

c) offer to and secure from economic development officers in the communities advice respecting all work related to their functions and involve such officers in the meetings and work of the council;

d) assist Cree entrepreneurs in obtaining capital, funding and technical expertise;

e) examine and make recommendations concerning the possibility of the delegation of the administration of government programs to Cree regional or local authorities.

28.9 Training Courses, Job Recruitment and Placement

28.9.1 Canada and Québec shall, on proposals from the Cree local governments or Cree Regional Authority, provide, within their budgetary restraints to Cree individuals or groups the full range of training programs or facilities and of job recruitment and placement services they require in order to qualify for jobs created by existing or planned developments in the Territory, and assume the costs of such programs and facilities.

28.9.2 The programs shall be of such nature as to qualify candidates to meet the specific requirements of existing and eventual job and business opportunities in Cree settlements, in the Territory and elsewhere and particularly in the economic sectors related to the associations established and the undertakings contained in this Section.

28.9.3 Québec and Canada shall assure that uniligual Cree candidates who successfully complete training course shall have the right to be examined either in the Cree language or with the assistance of a translator. Applicants for jobs in the public service will, however, be required to possess sufficient knowledge of one of the two official languages, as may be specified.

28.9.4 All candidates who complete a training program and pass the examination should be assured of either apprentice card certification or official qualification permits so as to qualify to be employed in the field of such training.

28.9.5 The two governments shall maintain the number of offices mutually agreed upon between the James Bay Crees and the governments concerned in or near the Cree communities required for the delivery of manpower programs and services.

28.10 Cree Participation in Employment and Contracts

28.10.1 The number of Cree people employed by government within the Territory and in particular at the senior and management levels shall increase as rapidly as possible given the projected requirements and turnovers of existing staff and the number of Cree candidates subject to pre-required qualifications, experience and training.

28.10.2 With respect to employment in government services, the government shall to the extent possible follow a policy that assures that:

a) the requirements of the Public Service Commission and other requirements for employment in the public service allow qualified Crees access to government jobs;

b) recruitment shall be done in all Cree communities for any positions open within the government services in the Territory;

c) vocational, administrative and management training shall be provided to Crees interested in being employed in government services;

d) cree individuals successfully completing training courses shall be placed in government services to the fullest extent possible;

e) cree individuals placed in government services and who demonstrate potential shall be given job training and training courses needed for job advancement especially for managerial positions.

28.10.3 For projects initiated or conducted by Canada or Québec or their agencies, delegates, or contractors, and for projects by any proponent a major purpose of which is to provide goods or services to or for the benefit of Cree communities the governments shall take all reasonable measures to establish Cree priority in respect to employment and contracts created by such projects:

a) in respect to employment on such projects, Canada and Québec shall, inter alia:

i) interpret requirements for various categories of jobs so that Cree people able to perform the work shall be deemed to be eligible;

ii) advertise available jobs in the Cree Community or in employment offices therein at the same time as such jobs are advertised to the general public;

iii) to the extent permissible under government contract regulations hire a qualified Cree person before hiring a non-Native person for each available job;

iv) provide Cree employees on-the-job training needed for job advancement.

b) in respect to contracts arising from such projects, including requirements that the proponents:

i) design contract packages to provide to the Crees a reasonable opportunity to submit competitive tenders;

ii) post calls for tenders in a public place in all Cree communities on the date on which the general public is made aware of such calls for tenders;

iii) set the date, location, terms and conditions for tendering so that Cree individuals or groups may reply with reasonable ease.

28.10.4 Québec and Canada shall take all reasonable measures, including but not limited to regulations, to establish priority to available and duly qualified local persons or entrepreneurs in respect to contracts and employment created by development in the Territory.

28.11 Community Services

28.11.1 Subject to the extent of financial participation possible by Canada, Québec and the Cree communities and to the priorities mutually agreed to by the interested parties at the time annual budgets are discussed and prepared, Québec and Canada shall provide funding and technical assistance for:

a) the construction or provision of a community centre in each Cree community;

b) essential sanitation services in each Cree community;

c) fire protection including the training of Crees, the purchase of equipment and, when necessary, the construction of facilities in each Cree community.

28.11.2 Canada and Québec shall provide where appropriate each Cree community with the following programs and personnel:

a) an Economic Development Agent to provide expert business consultation and promotion;

b) community affairs services including a community worker or workers.

28.11.3 Arrangements may also be made from time to time between the James Bay Crees and the James Bay Municipality in the form of service agreements in order to assist in the establishment of municipal services, or to improve or add to same.

28.12 Assistance to Cree Entrepreneurs

28.12.1 Canada and Québec shall, within the scope of services and facilities existing from time to time, provide assistance to Cree individuals or groups to establish, own, operate, expand or modernize business enterprises. Such services shall include assistance for feasibility studies, economic planning, obtaining of permits, job or management training, technical matters, funding equipment, physical plant and operations.

28.12.2 Within Cree settlements emphasis shall be given to enterprises in the service sector which will provide for an indentifiable demand and which will create employment for Crees and economic benefits for the economy of the settlement as a whole through significant multiplier effects.

28.12.3 In general, assistance to Cree entrepreneurs shall expand, develop and diversify opportunities for Cree people to participate in and benefit from the economic development of the Territory, and particularly in those sectors where Cree skills and resources may contribute to such overall development, such as service enterprises, resource exploration, construction and maintenance work, and natural resource enterprises, the purpose of which is to exploit and protect the living and non-living resources of the Territory.

28.12.4 Canada through the Economic Development Program of the Department of Indian Affairs and Northern Development or its successor program shall provide economic and technical assistance to Cree individuals, groups or communities who wish to establish, own or operate commercial fisheries operations in the Territory and Québec shall take all reasonable measures to encourage such operations.

28.13 Undertakings Concerning Research Affecting Crees

28.13.1 Subject to the provisions which may apply from time to time, Canada and Québec will advise local Native authorities when undertaking field studies as part of research projects affecting the cultural and social life of the Native people and shall seek their advice as to the best way to carry out these field studies.

28.14 Friendship Centres

28.14.1 Québec and Canada shall continue to the extent possible funding and other assistance for facilities, programs, services and organizations such as Friendship Centres existing or which may exist from time to time outside Cree communities for the purpose of assisting Cree persons residing, working or temporarily in non-native communities or in transit.

28.15 Assistance to Cree Local and Regional Governments and Authorities

28.15.1 Canada shall, subject to departmental directives existing from time to time, provide Cree local governments and the Cree Regional Authority with CORE funding for the conduct of their internal administration and other funds to cover administrative costs of governmental programs delegated to the said governments and/or Authority.

28.16 Roads to Cree Communities

28.16.1 Negotiations will continue between Canada, Québec and the James Bay Crees to construct and maintain access roads to join the settlements of Eastmain, Paint Hills and Rupert House to the main Fort George – Matagami road.

28.17 Other Provision

28.17.1 The Sub-Sections 28.2 and 28.3 shall not apply in their present form until Québec authorizes funding in amounts acceptable to the Grand Council of the Crees (of Québec). Nonetheless, the James Bay Crees will continue to negotiate with the Société de développement de la Baie James and Québec to attain the purposes and objectives contemplated by said Sub-Sections 28.2 and 28.3.

28.18 Legislation

28.18.1 The provisions of this Section can only be amended with the consent of Canada and the interested Native party, in matters of federal jurisdiction, and with the consent of Québec and the interested Native party, in matters of provincial jurisdiction.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec in matters of provincial jurisdiction, and by Parliament in matters of federal jurisdiction.

29.0.1 There is established a series of Native Economic Development Programs in favour of the Inuit of Québec which shall operate in accordance with the rights, obligations, terms and conditions established by and in accordance with this Section.

29.0.2 Programs, funding and technical assistance presently provided by Canada and Québec, and the obligations of the said governments with respect to such programs and funding shall continue to apply to the Inuit of Québec on the same basis as to other Indians and Inuit of Canada in the case of federal programs, and to other Indians in Québec in the case of provincial programs, subject to the criteria established from time to time for the application of such programs, and to general parliamentary approval of such programs and funding.

The foregoing terms, conditions, obligations and criteria will apply to all federal programs referred to in this Section.

29.0.3 Subject to paragraph 29.0.2, Canada and Québec shall continue to assist and promote the efforts of the Inuit of Québec and more specifically undertake, within the terms of such programs and services as are established and in operation from time to time, to assist the Inuit of Québec in pursuing the objectives set forth herein in paragraphs 29.0.4 to 29.0.43.

29.0.4 The administration of the federal and provincial programs referred to in paragraphs 29.0.2 and 29.0.3 shall, to the fullest extent possible, be assumed by the Regional Government or the municipalities whenever appropriate, and when accepted by the parties directly concerned.

29.0.5 A program of support is established for Inuit hunting, fishing and trapping (hereinafter referred to as "the program"), to guarantee a supply of hunting, fishing and trapping produce to Inuit who are disadvantaged and who cannot hunt, fish and trap for themselves or otherwise obtain such produce.

29.0.6 The program shall also facilitate:

a) exchanges of hunting, fishing and trapping produce among Inuit communities, in accordance with existing laws;

b) access to remote hunting, fishing and trapping areas; and

c) conduct of search and rescue operations for the benefit of Inuit hunters, fishermen and trappers in the Territory.

29.0.7 The funding of the program shall be the exclusive responsibility of Québec which shall ensure at all times that the necessary funds are provided to give full effect to the program.

29.0.8 The program shall commence as soon as possible after the execution of the Agreement, if existing laws and regulations permit; otherwise it shall be established as soon as possible after the coming into force of the Agreement.

29.0.9

a) Each Inuit community shall be entitled to one (1) hunter, fisherman and/or trapper (based on the present number of communities, this would mean thirteen (13) hunters, fishermen or trappers);

b) in addition, the Inuit of Québec shall be entitled to an additional number of hunters, fishermen and/or trappers equal to one (1) one hundredth (1%) of the total Inuit population domiciled or ordinarily resident in the Territory. (Based on the present estimated population of 4,000 persons, until the first official census, this would mean forty (40) additional hunters, fishermen and/or trappers).

29.0.10 The Regional Government must make ordinances for the purposes of the program:

a) to determine qualifications and employment criteria for hunters, fishermen and trappers;

b) to determine the working conditions, working hours and periods of work of hunters, fishermen and trappers, provided there shall be at all times not less than forty (40) and not more than sixty-five (65) hunters, fishermen and/or trappers employed under the program;

c) to regulate leave of absence, suspensions and dismissal of hunters, fishermen and trappers;

d) subject to the provisions of paragraph 29.0.9 and of sub-paragraph b) of this paragraph, to determine the number of hunters, fishermen and trappers posted in each Inuit community;

e) to establish hunting, fishing and trapping produce quotas subject to the provisions governing the Hunting, Fishing and Trapping Regime; and

f) to establish and maintain hunter, fishermen and trapper training and development programs.

Pending the establishment of the Regional Government, such powers shall temporarily be exercised by the interim joint committee established under paragraph 29.0.33.

29.0.11 Subject to the provisions of paragraph 29.0.10 the council of the municipal corporations shall, by resolution, select and employ competent hunters, fishermen and trappers to carry out the program properly and see to the

application of the leave of absence, suspension and dismissal ordinances.

Pending the establishment of the municipalities, such powers shall temporarily be exercised by the community council in each Inuit community.

29.0.12 For the purposes of the program, the annual period shall commence of January 1 of each year.

29.0.13 The Regional Government shall prepare and adopt each year the necessary budget for the operation of the program.

Such budget shall be submitted to the council not later than the 15th of July at a special meeting called for such purpose. Such meeting shall be adjourned as often as necessary and shall not be closed until the budget is adopted.

Such budget, together with certified copies of all supporting documents shall be transmitted to Québec in the month of August of the year in which it is prepared.

29.0.14 For each annual period and in accordance with the budget, Québec shall remit to the Regional Government, in two (2) equal instalments, one (1) at the beginning of January and the other at the beginning of July, the following amounts:

a) to ensure yearly salaries to the hunters, fishermen and trappers mentioned in paragraph 29.0.9, an amount based on an initial average yearly salary of $ 9,000.00 for each hunter, fishermen and/or trapper; such amount shall only be used to cover the salaries and statutory deductions of hunters, fishermen and trappers. (Based on the present statistics given in paragraph 29.0.9 this would mean a total expenditure of $ 477,000);

b) to meet the expenses relating to the objectives of paragraph 29.0.6 a per capita subsidy of $ 10.00 for each Inuk domiciled or ordinarily resident in the Territory. (Based on the present statistics this would mean an amount of $ 40,000);

c) for the administration of the program, an amount equal to 10% of the total amounts received under sub-paragraphs a) and b) of this paragraph. (Based on the present statistics this would mean an amount of $ 51,700).

29.0.15 In order to provide for the initial setting up of the program, Québec shall remit, to the Regional Government, at the beginning of each month, 1/12 of the amount payable under sub-paragraph c), of paragraph 29.0.14. (Based on the present statistics, this would mean a monthly instalment of $ 4,308.33).

29.0.16 The amounts mentioned in sub-paragraphs a), b) and c) of paragraph 29.0.14 shall be indexed annually according to the increase in the cost of living in Québec as supplied by Statistics Canada.

29.0.17 A detailed report of the operations and of the utilization of all amounts received during any annual period of the program shall be transmitted to Québec at the end of any such period.

29.0.18 Québec shall have the right to verify or audit all procedures, books and documents tending to inform it of the fulfillment of the requirements of paragraphs 29.0.5 to 29.0.23 and shall have the right to withhold or reclaim funds or adjust allocations of funds in the event of overpayment or abuse.

29.0.19 The Regional Government must make ordinances for the purposes of the program:

a) to establish eligibility criteria for the distribution of hunting, fishing and trapping produce to Inuit who are disadvantaged and who cannot hunt, fish and trap for themselves or otherwise obtain such produce; subject to the provisions of sub-paragraph b) of this paragraph, the distribution of hunting, fishing and trapping produce shall be made locally under the supervision of the council of the municipal corporation; and

b) to facilitate exchanges of hunting, fishing and trapping produce among Inuit communities according to needs and in accordance with existing laws.

Pending the establishment of the Regional Government and of the municipalities, the powers of the Regional Government shall temporarily be exercised by the interim joint committee established under paragraph 29.0.33 and the powers of the municipality by the community council in each Inuit community.

29.0.20 This program shall not prejudice or impair the eligibility of Inuit for other existing or future government programs, federal or provincial, including programs of guaranteed minimum income. Such eligibility shall depend upon the criterial established for such programs.

29.0.21 Québec and the Regional Government shall from time to time review the operation of the program, procedures and benefits established by and in accordance with paragraphs 29.0.5 to 29.0.23. Subject to consultation with the Regional Government, Québec may make any adjustments necessary for the proper functioning of or to give effect to the program, procedures and benefits provided for in this Section, including more particularly the provisions of paragraph 29.0.14.

29.0.22 Pending the establishment of the Regional Government, the program shall be administered by, and the amounts mentioned in sub-paragraphs a), b) and c) of paragraph 29.0.14 shall be paid to the interim joint committee established under paragraph 29.0.33.

29.0.23

a) Forthwith upon the execution of the Agreement, there shall be a joint research program conducted by the Northern Québec Inuit Association or its nominee and Québec to establish the present level of community equipment owned by or available to the Inuit and necessary for the adequate carrying out of the support program for Inuit hunting, fishing and trapping as outlined in paragraphs 29.0.5 to 29.0.23;

b) Where a need is proven, Québec will consider within its budgetary limits the possibility to supply the respective Inuit communities with community equipment sufficient to ensure the adequate conduct of hunting, fishing and trapping and related activities. It is acknowledged that in some cases there may be joint funding by the Inuit and Québec for the provision of such community equipment. Such a joint arrangement shall not preclude the use of existing or future Federal program funds;

c) In the provision of such community equipment, the Government of Québec shall recognize and allow to the maximum extent possible for the unique conditions of hunting, fishing and trapping and related activities in the North, taking into account, in budgeting for the development and operating of the support program established under paragraph 29.0.5 to 29.0.23 the disproportionate impact of northern costs, including transportation, construction and fuel costs.

29.0.24 The functions, powers and duties of the Regional Government shall be to receive proposals from the municipalities for vocational training programs and to advise the responsible federal and provincial authorities:

a) on all matters pertaining to the effective utilization and development of manpower resources in the Territory;

b) on all measures deemed appropriate to facilitate vocational training, placing in employment, reclassification, retraining, rehabilitation, change of employment and mobility of manpower;

c) on all matters dealing with qualitative and quantitative manpower requirements and the preparation and co-ordination of training programs; and

d) on all measures to ensure the establishment of employment bureaus in the Territory to provide qualified Inuit with access to the positions for which they are qualified; such bureaus, to the fullest extent possible, shall be staffed by Inuit.

29.0.25 Canada and Québec shall, on proposals from the Regional Government, provide, in accordance with criterial established from time to time, to Inuit individuals or groups the full range of training programs and facilities they require in order to qualify for jobs created by existing or planned developments in the Territory.

Such programs shall be designed to qualify candidates to meet the requirements of existing and eventual jobs and business opportunities in the Territory.

All costs of such programs and facilities shall be assumed by Canada and Québec.

29.0.26 When not inconsistent with existing laws or contrary to necessary requirements, considering the type of work or function contemplated and the verbal or written communication it shall normally demand, Canada and Québec shall adopt measures for unilingual Inuit candidates who complete training courses to be examined either in Inuttituut or with the assistance of a translator and/or interpreter so as to be entitled to apprentice card certification or official qualification permit qualifying for employment in the field of such training.

29.0.27

a) In view of the urgent need for qualified Inuit at every level of employment and administration, there shall be forthwith upon the execution of the Agreement an interim joint committee to coordinate the federal and provincial agencies currently involved in manpower and training programs available to the Inuit and which shall hand over its coordinating responsibilities to, and upon the request of the Regional Government;

b) The committee shall be composed of six (6) members; two (2) members shall be appointed by the Northern Quebec Inuit Association or its nominees, two (2) members by Canada and two (2) members by Québec;

c) The committee shall decide its procedure and internal management;

d) In the event no money is available from Québec under existing provisions, Québec shall provide funding to cover lodging and meals and travel expenses of the two (2) Inuit representatives on the committee. In addition, the said Inuit representatives shall receive a per diem allowance as indemnity for loss of income they suffer as a result of discharging their duties on the committee. Such allowance shall take into account the prevailing conditions in the Territory as well as the following:

i) meetings shall be scheduled whenever possible to avoid conflict with the remunerated work of the Inuit representatives and to take advantage of convenient or inexpensive transport;

ii) if, in spite of the foregoing, individual Inuit representatives suffer loss of income, the committee may indemnify such representatives for such loss, upon application therefor and where:

1. the representative normally resides in a community other than that in which the meeting is held; and

2. the representative is either fully employed or employed under conditions which preclude continuation of remuneration during time absent to attend such meetings; and

3. loss of remuneration is clear and unequivocal rather than potential.

29.0.28 The number of Inuit people employed in the services of Canada and of Québec and more particularly at the senior and management levels, shall increase as rapidly as possible, subject to pre-required qualifications, experience and training.

29.0.29 Canada and Québec shall, in consultation with the Regional Government, develop a plan for the training and employment of Inuit staff within the bureaucracy of the Territory, based on projected requirements and turnover of existing staff.

29.0.30 To accomplish this goal, Canada and Québec shall follow a policy that assures that:

a) administrative and management training shall be provided to Inuit interested in being employed in federal or provincial government services;

b) Inuit individuals successfully completing training courses shall be placed in federal or provincial government services to the fullest extent possible;

c) selected Inuit individuals placed in federal and provincial government services shall be given job training and training courses needed for job advancement especially for managerial positions; and

d) whenever they advertise for opening within or specifically related to the Territory such advertisements shall also be adequately made in the Inuit communities.

29.0.31 For projects initiated or conducted by Canada or Québec or their agents, delegates, or contractors, and for projects by any proponent a major purpose of which is to provide goods or services to or for the benefit of Inuit communities the governments shall take all reasonable measures to establish Inuit priority in respect to employment and contracts created by such projects:

a) in respect to employment on such projects, Canada and Québec shall inter alia:

i) interpret requirements for various categories of jobs so that Inuit people able to perform the work shall be deemed to be eligible;

ii) advertise available jobs in the Inuit community or in employment offices therein at the same time as such jobs are advertised to the general public;

iii) to the extent permissible under government contract regulations hire a qualified Inuit person before hiring a non-Native person for each available job;

iv) provide Inuit employees on-the-job training needed for job advancement.

b) in respect to contracts arising from such projects, including requirements that the proponents:

i) design contract packages to provide to the Inuit a reasonable opportunity to submit competitive tenders;

ii) post calls for tenders in a public place in all Inuit communities on the date on which the general public is made aware of such calls for tenders;

iii) set the date, location, terms and conditions for tendering so that Inuit individuals or groups may reply with reasonable ease.

29.0.32 Similar measures shall be applied as far as possible to non-government contracts and development in the Territory.

29.0.33

a) Forthwith upon the execution of the Agreement, there shall be established an interim joint committee to coordinate the federal and provincial programs of socio-economic development available to the Inuit of Québec under this Section.

b) Sub-paragraphs b), c) and d) of paragraph 29.0.27 shall apply, mutatis mutandis, to this paragraph.

It is understood that the amounts mentioned in sub-paragraph 29.0.27 d), when requested under sub-paragraph b) of this paragraph, may be part of an overall administration fund provided by Québec.

29.0.34 The functions and powers of the committee shall be:

a) to review the status of those government programs of economic and social development applicable to the Inuit of Québec in the Territory;

b) on the basis of this review, to recommend to Canada and Québec feasibility studies in those areas where there is an apparent need;

c) to review the feasibility studies and recommend the application of existing programs or, where necessary, their adaptation; in the absence of existing facilities, to recommend the creation of new programs.

29.0.35 The sectors of activity encompassed within the review and feasibility studies shall include:

a) programs to improve the viability and the quality of Inuit fur trapping;

b) programs to improve the viability and quality of Inuit arts and crafts industry;

c) programs to enhance Inuit participation in the tourist industry, including tourist and outfitting camps and related facilities;

d) programs to improve Inuit participation in the service industries;

e) programs of economic and technical assistance to Inuit individuals, groups or communities who wish to establish, own or operate commercial fisheries operations in the Territory; and

f) inventory of community services and infra-structure needs.

29.0.36 Canada and Québec shall, together with the respective Inuit communities, undertake, as soon as possible, and in accordance with the funds available, studies respecting the establishment of seaplane bases and public wharfs, airstrips, navigational aids and docking facilities, including access road and streets in each community. Such studies shall involve the Regional Government as soon as it is established.

29.0.37 The Regional Government shall serve as a consultative body through which Canada and Québec may exchange information with a view to encouraging Inuit enterprises related to the utilization of natural resources in the Territory and the promotion of training and placement of Inuit personnel in order that they may participate fully in the economic benefits from resources development in the Territory.

29.0.38 The Regional Government may make recommendations to Canada and Québec respecting assistance to Inuit entrepreneurs in obtaining capital, funding and technical expertise in the areas of mineral exploration, prospecting, obtaining of claims and related activities.

29.0.39 Canada and Québec shall support Inuit entrepreneurs by providing them with technical and professional advice and financial assistance.

29.0.40 The existing provision of housing, electricity, water, sanitation and related municipal services to Inuit shall continue, taking into account population trends, until a unified system, including the transfer of property and housing management to the municipalities, can be arranged between the Regional Government, the municipalities and Canada and Québec.

29.0.41 Following the execution of the Agreement, the Department of Indian Affairs and Northern Development shall decide the allocation of Inuit houses in consultation with the Inuit of Québec. This arrangement will continue until the program is transferred.

29.0.42 The Agreement guarantees that the Inuit of Fort George shall receive new housing for all families under either the Indian or the Northern housing schemes. The Inuit housing shall be provided according to not less than the population ratio of the Cree and Inuit of Fort George and concurrent with the provisions of Cree housing.

29.0.43 Subject to the provisions which may apply from time to time, Canada and Québec will advise local Native authorities when undertaking field studies as part of research projects affecting the cultural and social life of the Native people and shall seek their advice as to the best way to carry out these field studies.

29.0.44 The provisions of this Section can only be amended with the consent of Canada and the interested Native party, in matters of federal jurisdiction, and with the consent of Québec and the interested Native party, in matters of provincial jurisdiction.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec in matters of provincial jurisdiction, and by Parliament in matters of federal jurisdcition.

Section 30 Income Security Program for Cree Hunters and Trappers

30.1 General Provisions

30.1.1 An income security program (hereinafter referred to as "the program") to provide an income guarantee and benefits and other incentives for Cree people who wish to pursue harvesting activities as a way of life is established.

30.1.2 The funding of the program established by and in accordance with this Section shall be the responsibility of the Province of Québec which shall ensure at all times that the necessary funds are provided to give full effect to the program.

30.1.3 Subject and in accordance with the provisions of Sub-Section 30.7, the program shall be at least as generous as any guaranteed annual income program of general application that may be established or exist from time to time in the Province of Québec whether such program is established or funded by Canada or Québec.

30.1.4 Notwithstanding anything in this Section, every Cree person shall have the right to benefit, if eligible under such programs, from any transfer payment, workmen's compensation, unemployment insurance programs, Canada and Québec Pension Plansand other social insurance programs existing from time to time in the Province of Québec, whether established and funded by Québec or Canada.

30.1.5 A person benefiting from the program shall not be entitled to combine the benefits from the program with benefits from social aid, social assistance for Indians or Inuit or guaranteed annual income programs of general application existing from time to time in the Province of Québec provided that such person, if eligible, may elect from time to time to benefit from such programs in place of the program.

30.1.6 The payments made pursuant to Sub-Section 30.3 shall be offset against benefits payable for the same period under any social aid, social assistance for Indians or Inuit, guaranteed income supplement for the aged or guaranteed annual income programs of general application existing from time to time in the Province of Québec.

30.1.7 Payments under the program shall be made to beneficiary units and established on the basis of such beneficiary units.

30.1.8 The program shall ensure that hunting, fishing and trapping shall constitute a viable way of life for the Cree people, and that individual Crees who elect to pursue such way of life shall be guaranteed a measure of economic security consistent with conditions prevailing from time to time.

30.1.9 The program shall ensure that as an alternative to transfer payment or guaranteed annual income programs existing from time to time there exists through the program effective incentive to pursue harvesting as a way of life for the Cree people.

30.1.10 The establishment whether by Canada or Québec of guaranteed annual income programs of general application shall not prejudice the rights and guarantees under the program in favour of the Crees established by and in accordance with this Section. However, beneficiaries under the program shall not be entitled to benefit from more than one such program at the same time at their option.

30.2 The Rights to Benefit and Eligibility

30.2.1 Every Cree person eligible pursuant to Section 3 of the Agreement and ordinarily resident in Québec shall have the right to benefit under the program provided such person is eligible in accordance with the terms and conditions set forth in this Section.

30.2.2 Eligibility to benefit under the program shall be determined in the manner provided for in this paragraph. The following beneficiary units shall be eligible:

a) any beneficiary unit the head of which in the preceding year spent more time conducting harvesting and related activities than time spent in salary or wage employment, excluding, both in the case of harvesting and related activities and salary and wage employment, time spent in guiding, outfitting or commercial fishing or in receipt of unemployment insurance, workmen's compensation, or manpower training allowances, provided that the head of such beneficiary unit spent at least one hundred and twenty (120) days conducting harvesting and related activities of which at least ninety (90) days were spent away from the settlement conducting such activities, or

b) any beneficiary unit which in the preceding year derived the greater part of its earnings, excluding earnings from guiding outfitting or commercial fishing, from harvesting and related activities, or

c) any beneficiary unit which in the preceding year was eligible under a), or b) and a member of which in the preceding year was the victim of an accident during the exercise of harvesting and related activities which resulted in such beneficiary unit not being eligible under a), or b), or

d) any beneficiary unit which in the preceding year was eligible under a), or b) and a member of which in the preceding year was the victim of an accident during seasonal employment as a result of which he became eligible for workmen's compensation and which also resulted in such beneficiary unit not being eligible under a), or b), or

e) any beneficiary unit which in the preceding year was eligible under a), or b) and the head of which in the preceding year was forced to abandon or diminish his harvesting and related activities in order to allow animal populations to increase to a harvestable level, which resulted in such beneficiary unit not being eligible under a), or b), or

f) any beneficiary unit which in the preceding year was eligible under a), or b) and which in the current year is not eligible under a), or b) as a result of the head of such beneficiary unit having been engaged in a manpower, upgrading, training or other self-improvement program in the preceding year, or

g) any beneficiary unit which in the preceding year was eligible under a), or b) and which in the current yearis not eligible under a), or b) as a result the head of such beneficiary unit having been engaged in temporary employment on a community improvement program or project during the preceding year.

30.2.3 In the case of beneficiary units eligible under c), d), e), f) or g) of paragraph 30. 2. 2 such beneficiary units shall be considered eligible and shall have the right to receive the benefits under the program in the current year and subsequent year and notwithstanding paragraph 30.1.5 the members of such beneficiary units shall have the right to receive any other transfer payments, workmen's compensation or unemployment insurance benefits, Canada Pension Plan or Québec Pension Plan benefits for which they may be eligible during such period.

30.2.4 If for any reason not expressly stipulated in paragraph 30.2.2 a person believes that consistent with the purpose of the program he should be considered eligible and should receive benefits under the program, the Board may upon request from such person review the case and determine if such person shall be considered eligible and benefit under the program. An appeal shall lie from the decision of the Board to the Commission of Social Affairs.

30.3 Calculation of Benefits

30.3.1 The benefits of the Cree income security payment shall be calculated as provided for in this Sub-Section taking into consideration:

a) the composition and size of the beneficiary unit eligible to benefit under the program, and

b) the extent of harvesting and related activities of such beneficiary unit, and

c) the amount of other income.

30.3.2 Any beneficiary unit eligible to benefit under the program shall be guaranteed a basic amount calculated as the sum of:

a) an amount of $1,000.00 for the head of the beneficiary unit and $1,000.00 for his consort, if any, and

b) an amount of $400.00 for each family and for each unattached individual not living with his parent, grandparent or child, and

c) an amount of $400.00 for each dependent child provided such dependent child is less than 18 years of age and is not a head of a family.

30.3.3 Each beneficiary unit shall receive a sum based on the extent of harvesting and related activities of each adult member calculated as the sum of:

a) an amount of $10.00 a day for each adult in the beneficiary unit computed for every day spent in the bush by each adult in the beneficiary unit in the exercise of harvesting and related activities provided that days for which the head of such beneficiary unit or his consort receives salary for such activities or workmen's compensation, unemployment insurance or manpower training allowances are not included in such calculations and provided further that the total amount payable for such time in the bush does not exceed $2,400.00 per year for each adult, and

b) an amount of $2.00 per day for each adult in the beneficiary unit calculated for every day not spent in the bush by such adult provided that days for which he or his consort received salary or was engaged in remunerative self employment, Saturdays and Sundays of weeks during which he or his consort received salary or was engaged in remunerative self-employment during the balance of such weeks, and days for which he or his consort received workmen's compensation, unemployment insurance or manpower training allowances are not included in such calculation.

30.3.4 For the purposes of this Sub-Section other income shall mean an amount equal to the sum of:

a) any income of the beneficiary unit from the sale of furs in excess of $250.00 per adult in the beneficiary unit, and

b) the payments made pursuant to paragraph 30.3.3, and

c) all net income earned in harvesting and related activities, excluding income derived from the sale of furs; as well as all net income from guiding, outfitting and commercial fishing and from all other sources and all incomes otherwise received, excluding benefits from family and youth allowances, old age security pensions, social aid, social assistance for Indians or Inuit, guaranteed income supplement for the aged and other guaranteed annual income programs existing from time to time in the province of Québec.

30.3.5 Each beneficiary unit eligible to benefit under the program shall receive a sum equal to the amount determined pursuant to paragraph 30.3.2 less an amount equal to the sum of old age security pension payments received by the beneficiary unit and 40 percent of all other income.

30.3.6 Subject to paragraph 30.7.8 the dollar amounts provided for in this Sub-Section shall be indexed annually according to the increase in the cost of living in Québec. Such indexation shall occur at the same time as does indexation under any social aid or guaranteed annual income program of general application in the Province of Québec in the event that such programs of general application are indexed in any given year. If a cost of living index for the Territory computed on a basis similar to that available in Québec at the present time becomes available, the Board may unanimously choose to use this index. Once made, this choice would apply in all future years.

30.4 Administration of the Program

30.4.1 There is established a Cree Hunters and Trappers Income Security Board (hereinafter referred to as "the Board").

30.4.2 The Board shall have 6 members. The Cree Regional Authority and Québec shall each appoint three (3) members and shall pay the remuneration and expenses of their respective members.

30.4.3 Four (4) members shall constitute a quorum provided two (2) members appointed by each party are present.

30.4.4 The members of the Board shall each have one (1) vote.

30.4.5 The respective parties shall appoint a Chairman and Vice-Chairman of the Board who shall hold office for one (1) year from among their appointees in the following manner:

a) in the first year of the operation of the Board, the Chairman shall be appointed by the Province of Québec and the Vice-chairman shall be appointed by the Cree Regional Authority;

b) in the second year of the operation of the Board, the Chairman shall be appointed by the Cree Regional Authority and the Vice-Chairman shall be appointed by the Province of Québec;

c) in subsequent years the appointment of the Chairman and Vice-Chairman of the Board shall take place in the sequence set forth in sub-paragraphs a) and b) of this paragraph.

30.4.6 In the absence of the Chairman, the Vice-Chairman shall act as Chairman.

30.4.7 The Chairman of the Board shall have a second and deciding vote.

30.4.8 The Board shall:

a) review the eligibility lists prepared annually by the local administrator and finalize such lists;

b) review all protests and claims resulting from the operation of the program or the procedures established for the program or any other matter contemplated in this Section;

c) review the operation of the program and procedures established for the program and participate at the request of the responsible Minister in the evaluation of the results of the program;

d) supervise the administration of the program and procedures established for the program;

e) establish pursuant to paragraph 30.3.6 the annual adjustment of the dollar amounts provided for in this Section and where appropriate the cost of living rate to which the payments under the plan established by this Section shall be indexed;

f) establish the administrative procedures and criteria, consistent with the terms of this Section, necessary to implement the program and modify such procedures and criteria from time to time on the basis of experience with the operation of the program;

g) consult the appropriate local administrator or administrators in all matters respecting the operation of the program in any community or communities;

h) prepare an estimate of the annual costs of the program for each community, including an amount for each beneficiary unit eligible and obtain from Québec the funds necessary to cover such costs;

i) prepare a budget for its own operations and obtain from Québec the funds necessary to cover such costs;

j) recommend or determine, as the case may be, when and how revisions to the program should be made as provided in Sub-Sections 30.7 and 30.8.

30.4.9 The Board shall from time to time appoint from among at least three (3) persons recommended by the local government of each Cree community a local administrator for each community who shall be an employee of the Board and who shall have an office in the community.

30.4.10 The administrator shall:

a) prepare with the assistance of the local government the annual eligibility list for his community;

b) see to the proper functioning of the program and the procedures provided for and in accordance with this Section at the community level;

c) see to the distribution and payment to heads of beneficiary units of sums due in accordance with the provisions of this Section;

d) keep accurate and verifiable records of all payments made to heads of beneficiary units and costs incurred in administration under this program, in accordance with the procedures and criteria established by the Board;

e) assist members of beneficiary units to apply for and prepare all necessary documentation respecting eligibility and benefit forms under the program, and other relevant information;

f) collect and preserve all necessary documentation respecting eligibility and benefits under the program, according to the procedures and criteria established by the Board.

30.5 Procedures

30.5.1 For the purpose of the program, the annual period shall commence on July 1 of each year.

30.5.2 Each applicant for benefits under the program shall submit a benefit form between July 1 and July 31 each year, unless prevented from doing so by harvesting or related activities, training, education or employment away from the settlement, sickness, accident or other similar circumstances.

30.5.3 On or before August 1 of each year, the local administrator shall transmit to the Board the eligibility lists for the current year, together with all individual benefit forms.

30.5.4 The Board shall review the lists and forms referred to in paragraph 30.5.3 and shall calculate the required funds for each community for the operation of the program during the current year including administration costs of the program for the current year and shall take into account in the estimated total costs any surplus or deficit resulting from the operation of the program in the preceding year.

30.5.5 The Board shall, on the basis of the calculation referred to at paragraph 30.5.4, submit to the Minister a request for the necessary funds for a given period to be determined from time to time by the Board and the Minister

shall transfer to the Board within thirty (30) days of the receipt of such request the necessary funds to cover the costs of the program including administrative costs for such period.

30.5.6 On or before August 31 of each year, the Board shall transfer to the local administrator amounts determined from time to time by the Board sufficient to cover the special payments referred to at paragraph 30.5.9 provided that the amount available to each local administrator is at least equal to 25% of the total amount paid to beneficiary units in his community in the preceding year.

30.5.7 All funds transferred by the Board to the respective local administrator shall be held by such local administrator in segregated trust accounts for the specific purpose of payments to heads of beneficiary units in accordance with the provisions of this Section and administration costs incurred by the said local administrators in connection therewith.

30.5.8 The Board shall distribute payments to heads of beneficiary units through the office of the local administrator in accordance with the following provisions:

a) heads of beneficiary units shall receive four (4) payments annually on or about September 1, January 2, and April 1 and within fifteen days of the date of filing of his benefits form save as otherwise provided herein;

b) the payments on or about September 1, January 2 and April 1 referred to in a) shall each consist of an amount equal to one quarter (¼) of the estimated total annual payment;

c) the payment within fifteen (15) days of the date of filing of the benefits form referred to in a) shall consists of an amount equal to the balance actually due to the beneficiary unit in accordance with the information contained in the said benefits form;

d) in the event of overpayment resulting from the payments referred to in a) the amount of such overpayment shall become due on September 1 of the year in which a benefits form must be filed;

e) a person who fails to remit to the Board the amount of overpayment referred to in d) shall not have the right to receive benefits under the program until such amount of overpayment is so remitted;

f) in the case of heads of beneficiary units who intend to be absent from the community beyond January 2, such persons shall receive on September 1 a payment equal to one half (½) of the amount estimated due to them for the current year.

30.5.9 Notwithstanding paragraph 30.5.8, the administrator may issue payments to heads of beneficiary units in the following cases:

a) a head of a beneficiary unit who intends to be absent from the community for a period of ten (10) consecutive days or more for the purpose of conducting harvesting and related activities and who has not received the special payment under sub-paragraph 30.5.8 f) for the said period shall be entitled to receive from the administrator an advance upon his next regular payment in the amount of $100.00 per eligible adult in the beneficiary unit;

b) in the event that a head of a beneficiary unit referred to in sub-paragraphs 30.5.8 a) or f) does not receive from the Board the payment due to him pursuant to sub-paragraphs 30.5.8 a) or f), the administrator may issue such payment from the funds held by him.

30.5.10 Every head of a beneficiary unit shall be required to provide the administrator with a benefits from with information for the year just ended and with estimated information for the year just commencing respecting the following:

a) information respecting his family necessary for the calculation referred to in paragraphs 30.3.2 and 30.3.3;

b) the amount of time spent conducting harvesting and related activities;

c) the amount of time spent in wage employment;

d) the revenue derived from such harvesting and related activities and such wage employment;

e) any pertinent information respecting other income referred to in paragraph 30.3.4.

30.5.11 The information and material referred to in paragraph 30.5.10 may be provided in the form appropriate to local circumstances, including in the form of diaries or affidavits.

30.5.12 The administrator shall collect such material and information and forward it to the Board.

30.5.13 Québec and the Board shall have the right to verify or audit all procedures, books and documents provided for in this Section and shall have the right to withhold or reclaim funds or adjust allocations of funds in the event of overpayment or abuse.

30.6 Establishment of Program

30.6.1 The Board shall meet no later than two (2) months following the date of the execution of the Agreement.

30.6.2 The Board shall forthwith establish the administrative costs of implementing the program and shall inform Québec of the required amounts. Québec shall transfer to the Board the required amounts.

30.6.3 The Board shall also forthwith establish enrollment and benefit procedures and criteria consistent with the provisions of this Section and communicate such procedures and criteria to the respective local administrators.

30.6.4 Each local Cree government shall forthwith propose a minimum of three (3) persons for the position of local administrator and the Board shall appoint such local administrators.

30.6.5 In the first year of operation of the program, the local administrators for each Cree community with the assistance and approval of their respective local governments shall prepare lists of persons in their respective communities who in their opinion should be eligible to benefit from the said program in accordance with paragraph 30.6.6.

30.6.6 Notwithstanding paragraph 30.2.2, every person shall be eligible to benefit in the first year of the operation of the program who is a head of a family or 18 years of age or over, and:

a) exercises harvesting activities as a way of life, or

b) intends to exercise such activities as a way of life.

30.6.7 The local administrators shall transmit to the Board the lists of eligible persons referred to in paragraph 30.6.5 no later than April 1, 1976. The Board shall decide upon such lists.

30.6.8 Every person whose name appears on the lists approved by the Board shall have the right to benefit under the program established by and in accordance with this Section during the first year of operation of the said program.

30.6.9 On the basis of the said lists, the Board shall require from Québec the funds necessary for the implementation of the program.

30.6.10 The program shall be deemed to come into effect on the execution of the Agreement. The first year of operation of the program shall be computed from July 1, 1976 to June 30, 1977. The payment due heads of beneficiary units on September 1, 1976 pursuant to paragraph 30.5.8 shall be aug-

mented for persons eligible under sub-paragraph 30.6.6 a) by a payment retroactive to the date of the execution of the Agreement unless in the opinion of the Minister a payment or payments to cover the amounts due to heads of benefiary units computed retroactively to the date of the execution of the Agreement is feasible before September 1, 1976 in which case he may cause such payment or payments to be made.

30.6.11 For the period between the execution of the Agreement and July 1, 1976 the provisions of Sub-Sections 30.2 and 30.3 shall, where appropriate, be adjusted to take into account the number of days within such period.

30.7 Review

30.7.1 Québec and the Cree Regional Authority shall from time to time review the operation of the program, procedures and benefits established by and in accordance with this Section and may by mutual consent make any adjustments necessary for the proper functioning of or to give effect to the program, procedures and benefits provided for in this Section including more particularly the provisions of paragraphs 30.1.3, 30.1.8 and 30.1.9.

30.7.2

a) In the event that the basic guarantee for families without other income under any social aid, social assistance for Indians or Inuit, or guaranteed annual income program of general application existing in the Province of Québec is increased, the program shall be modified by the Board so as to assure that, on the basis of a family of two (2) adults, the present ratio between the basic guarantee under such programs and the basic guarantee under the program is maintained by increasing proportionally each of the amounts provided for at sub-paragraphs 30.2.2 a) and b).

b) If a guaranteed annual income program of general application is introduced which includes basic guarantees for persons with earned incomes distinct from basic guarantees for persons with no income, the program shall be modified by the Board so as to assure that on the basis of a family of two (2) adults, the basic guarantee under the program and such basic guarantee for persons with earned income under the guaranteed annual income program of general application are equal by increasing proportionally each of the amounts provided for at sub-paragraphs 30.3.2 a) and b). In no case shall such revision reduce the amounts provided for at sub-paragraphs 30.3.2 a) or b).

c) The provisions of sub-paragraph 30.7.2 a) shall apply unless the Board unanimously decides to apply the provisions of sub-paragraph 30.7.2 b) in which case sub-paragraph 30.7.2 a) and paragraph 30.7.5 shall not apply for such time as the guaranteed annual income program structure contemplated in sub-paragraph 30.7.2 b) exists.

30.7.3 In the event that the weighted average benefits per child under sub-paragraph 30.3.2 c) and under family and youth allowances due to families eligible under the program is less than equal to the weighted average benefits per child that would be due under the basic guarantee in virtue of any social aid, transfer payment or guaranteed annual income program in Québec and family and youth allowances to the same families if they were eligible under such programs, the program shall be modified by the Board by increasing the amount provided for at sub-paragraph 30.3.2 c) by the amount of the difference between the two (2) weighted averages.

30.7.4 Subject to paragraph 30.7.3, in the event that family allowances provided to citizens of Québec at the date of the execution of the Agreement are increased over and above the increase due to indexation, the dollar amount provided for at sub-paragraph 30.3.2 c) shall not be indexed by the Board pursuant to paragraph 30.3.6 until such time as the cumulative increase which would have resulted from the indexing of the amounts provided for at sub-paragraph 30.3.2 c) equals the amount indexed on the same basis, of such increase in family allowances.

30.7.5 In the event that any social aid, social assistance for Indians or Inuit or guaranteed income program of general application which exists in the Province of Québec is revised, including increases due to indexation, the program will be modified, in accordance with the provisions of paragraph 30.7.7, if the break-even point for a family of two adults in the program is less than the break-even point for the same family size in such program of general application in the Province of Québec. Such modification will never reduce the break-even point in the program.

30.7.6 In the event that any social aid program existing from time to time in the Province of Québec is modified or a guaranteed annual income program of general application is established or modified, the Board may request a review of the program if in its opinion it would have been more expensive for Québec, during any period of one (1) year running from July 1 to June 30, to enroll all beneficiaries of the program in such social aid program or such guaranteed income program of general application and in such case the program shall be modified in accordance with the provisions of paragraphs 30.7.7 and 30.7.9.

30.7.7 In the case of modifications to the program effected pursuant to and in accordance with paragraphs 30.7.5 and 30.7.6 Québec shall effect such modifications only after prior consultation with and upon recommendations of the Board. Such modifications to the program not contemplated by paragraphs 30.7.2 and 30.7.3 shall assure that the basic guarantee established by and in accordance with paragraph 30.3.2 for the program shall not be reduced and the reduction rate and the exemption established by and in accordance with paragraphs 30.3.5 and 30.3.4 for the program shall not be modified unless unanimously agreed to by the members of the Board provided that all members of the Board appointed by the Cree Native party were present and voted.

30.7.8 In the event that the benefits of any social aid or guaranteed annual income program of general application existing from time to time in the Province of Québec are indexed to an index other than the cost of living index in Québec, the program shall be adjusted by the Board to provide that such index is applied to the dollar amounts provided for at paragraph 30.3.2 and that the index applied to other dollar amounts provided for in the program shall be comparable to the index applied to comparable benefits in such program of general application if same would result in a better maintenance of the relative benefits of the program over the years than would the index currently in use in the program.

30.7.9

a) Subject to the provisions of this Sub-Section in the event that any other guaranteed annual income, transfer payment, or income security programs of general application are established, or are significantly modified from time to time in the Province of Québec, whether such programs are established or funded by Canada or Québec, Québec and the Cree Regional Authority shall review the program and shall by mutual consent make any adjustments necessary to ensure the continued existence of the program and the maintenance of the purpose and principles of the program.

b) A lack of agreement between Québec and the Cree Regional Authority on a matter contemplated in sub-paragraph 30.7.9 a) shall not prejudice the rights of beneficiaries under the program including those set forth in paragraphs 30.1.3, 30.1.8 and 30.1.9 and failing such agreement the necessary adjustments shall be affected through binding arbitration in accordance with the laws of the Province of Québec and upon the basis of the principles set forth in this Section. For the purposes of such arbitration, Québec and the Cree Regional Authority shall each appoint one arbitrator. The arbitrators so appointed shall together appoint a third arbitrator.

30.8 Final Provisions

30.8.1 Subject to modification by the mutual consent of Québec and the Cree Regional Authority, the total number of remunerated man-days contemplated in sub-paragraph 30.3.3 a) in each year after the second year of the operation of the program shall not exceed one hundred and fifty thousand (150,000) man-days.

30.8.2 In the event that, at the commencement of the second and successive years of operation of the program, the Board determines that the estimated total man-days exceeds one hundred and fifty thousand (150,000)

man-days, it shall review the operation of the program and recommend appropriate measures to be implemented in succeeding years in order to give effect to the provisions of paragraph 30.8.1 or any modification pursuant thereto.

30.8.3 In the event that the Minister does not receive the recommendation referred to at paragraph 30.8.2 before December 31 of any given year or if he has cause to believe that such recommendations will not give proper effect to the provisions of paragraph 30.8.1 he may, after further consultation with the Board, effect such modifications as are necessary to give proper effect to the provisions of the said paragraph.

30.8.4 Notwithstanding any other Act, the Board may when appropriate obtain from any government department or body any information that it considers necessary respecting the benefits of any kind which such department or body has paid, is paying or would be authorized to pay to any person who receives or applies for benefits under the program.

30.8.5 Subject to the provisions of this Section the Minister may after consultation with the Board establish such further administrative procedures including requirements for verification of information and prescribe such penalties as may be necessary to give full force and effect to this Section.

30.9 Transitional Period

30.9.1 Québec and the Grand Council of the Crees (of Québec) or its nominee shall forthwith upon the execution of the Agreement take all reasonable measures to implement the provisions of this Section save that until the coming into force of the Agreement the Board shall have advisory functions only and shall not infringe upon the functions, powers or responsibilities of the Minister.

30.9.2 During the transitional period referred to in Section 2 of the Agreement, the provisions and criteria contained in the Social Aid Act (L.Q., 1969, c, 63 as amended) shall apply, provided that in the determination of eligibility during such transitional period the property exemption shall equal the sum of $25,000.00 exclusive of the value of the tools or equipment necessary for harvesting and related activities.

The provisions of this Section can only be amended with the consent of Québec and the interested Native party.

30.10 Legislation

30.10.1 Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec.

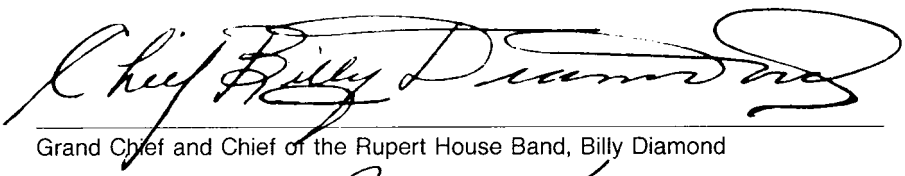
Definitions and Instructions for Calculation

1. "Harvesting activities" shall mean:
All activities involved in the exercise of the right to harvest as provided in Section 24 excluding commercial fishing.
2. "Activities related to harvesting" shall mean:
a) The women's activities associated with harvesting activities, and
b) Activities commonly practiced by those who also practice harvesting activities, including, inter alia:
1) making or repairing equipment used in hunting, fishing and trapping activity;
2) preparation of food supplies, clothing, habitations, materials, equipment and land improvements necessary for harvesting activities;
3) processing, transportation and marketing of the products of harvesting activities;
4) making of handicrafts from products of harvesting within the household;
5) remedial works, protection and enhancement of wildlife;
6) surveys or management of wildlife to assist harvesting activity;
7) transportation to and from bush camps and harvesting sites.
3. "Transfer payment programs" shall mean:
Family and youth allowances, government old age security pensions, veterans' pensions and allowances, social aid, mother's allowances, manpower training allowances, payments to the blind or disabled, guaranteed income supplement for the aged, social assistance for Indians or Inuit and other such programs as may exist from time to time.
4. "Time conducting harvesting and related activities" shall mean:
A number of days calculated as the total of:
a) the total number of days spent away from permanently occupied settlements conducting harvesting and related activities computed so as to include the number of days from each date of departure from such settlement to each date of return to such settlement, inclusive, and including single days a major portion of the daylight part of which was spent away from permanently occupied settlements conducting harvesting and related activities.
b) the number of days spent in such settlement and actually spent in the conduct of harvesting and related activities.
5. "Time spent in salary or wage employment" shall mean:
The number of days spent in work that is not a harvesting or related activity and for which the individual received salary or wage.
6. "Community improvement program" shall mean:
A project authorized by the local government designed to improve the living conditions in the community and funded by government programs or community funds.
7. "Beneficiary unit" shall mean:
A family or an unattached individual over 18 years of age.
8. "Family" shall mean:
Consorts, with or without a dependent child or an adult with one or more

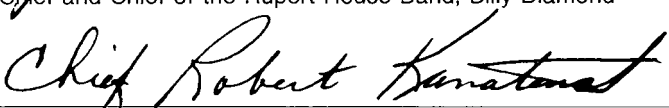
dependent children taking into account established Cree custom.
9. "Dependent child" shall mean:
An unmarried child, whatever his filiation and taking into account established Cree custom, who is less than eighteen (18) years of age, and depends for his support upon the head of family for the greater part of the year or while in the bush.
10. "Head of family" shall mean:
The member of a family who habitually is the chief provider for the needs of such family, taking into account established Cree custom.
11. "Consorts" shall mean:
A man and a woman who are married and generally cohabit, or who generally live together as husband and wife, taking into account Cree custom.
12. "Head of beneficiary unit" shall mean:
A head of family or an unattached individual.
13. "The basic guarantee under social aid" shall mean:
An amount equal to the benefits available to a beneficiary unit in receipt of social aid which has no other source of income.
14. "The basic guarantee under the program" shall mean:
The sum of the benefits provided to a beneficiary unit referred to in paragraph 30.3.2.
15. "The break-even point in the program" shall mean:
The minimum level of income which taking into account only the sum of the benefits provided for in paragraph 30.3.2 and the reduction rate provided for in paragraph 30.3.5 would leave a beneficiary unit in receipt of no such benefits.
16. "The break-even point under social aid" shall mean:
The minimum level of income which would make any beneficiary unit ineligible to receive social aid benefits.

Executed in the City of Québec, Province of Québec, on this 11th day of November, 1975.

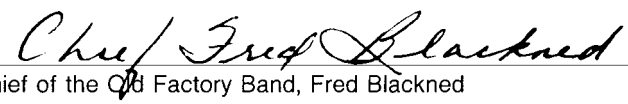
For the Grand Council of the Crees (of Québec):



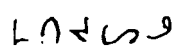
Grand Chief and Chief of the Rupert House Band, Billy Diamond



The Chief of the Fort George Band, Robert Kanatewat



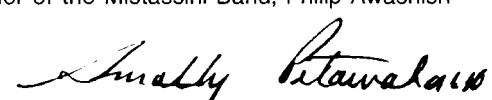
The Chief of the Old Factory Band, Fred Blackned



The Chief of the Eastmain Band, Matthew Shanush

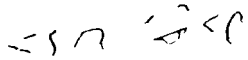
The Chief of the Waswanipi Band, Peter Gull

Councillor of the Mistassini Band, Philip Awashish



Councillor of the Mistassini Band, Smally Petawabano

The Chief of the Great Whale River Band, Joseph Petagamaskum



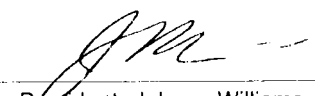
The Leader of the Nemaska Band, Bertie Wapachee

Administrative Chief of the Grand Council, Abel Kitchen

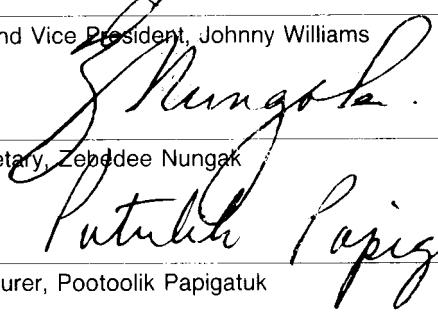
For the Northern Québec Inuit Association:

The President, Charlie Watt

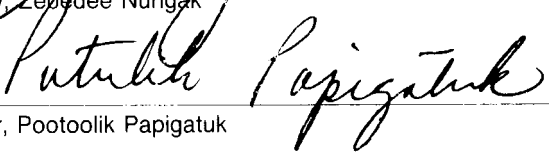
The First Vice President, George Koneak



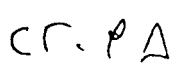
The Second Vice President, Johnny Williams



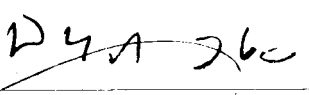
The Secretary, Zebedee Nungak



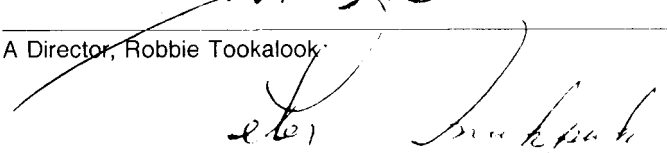
The Treasurer, Pootoolik Papigatuk



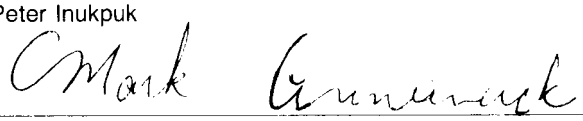
A Director, Tommy Cain



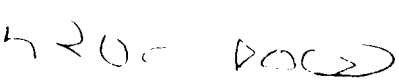
A Director, Robbie Tookalook



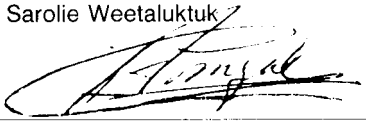
A Director, Peter Inukpuk



A Director, Mark Annanack

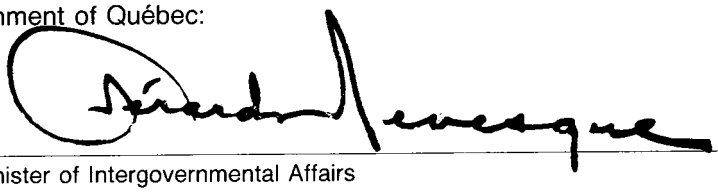


A Director, Sarolie Weetaluktuk



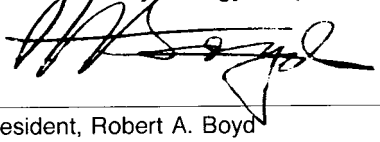
A Director, Charlie Arngak

For the Government of Québec:



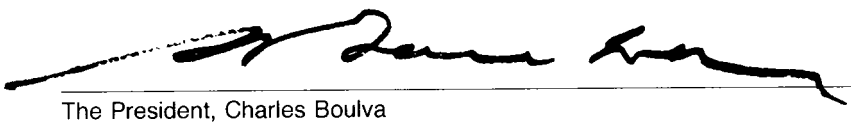
The Minister of Intergovernmental Affairs

For the James Bay Energy Corporation:



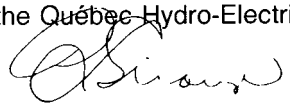
The President, Robert A. Boyd

For the James Bay Development Corporation:



The President, Charles Boulva

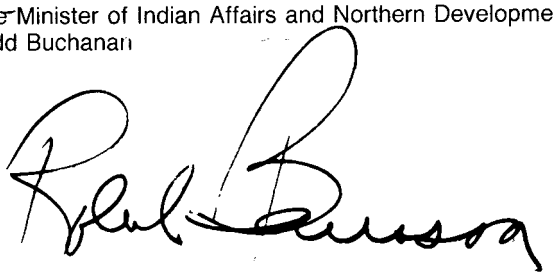
For the Québec Hydro-Electric Commission (Hydro-Québec):



The President, Roland Giroux

For the Government of Canada:

The Minister of Indian Affairs and Northern Development, The Honourable Judd Buchanan



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